



# A G E N D A

## OCONEE COUNTY COUNCIL MEETING

### February 18, 2020

### 6:00 PM

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

#### Call to Order

**Public Comment Session** *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

#### Council Member Comments

#### Moment of Silence

#### Invocation by County Council Chaplain

#### Pledge of Allegiance to the Flag of the United States of America

#### Approval of Minutes

- February 4, 2020 Regular Minutes

#### Administrator Comments

#### Presentation of the Serve Member Patriot Award – Employer Support of the Guard [ESGR]

#### Public Hearings for the Following Ordinances

**Ordinance 2020-04** “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

**Ordinance 2020-06** “AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.”

#### Third Reading of the Following Ordinances

**Ordinance 2020-04** *[see caption above]*

**Ordinance 2020-06** *[see caption above]*

## Second Reading of the Following Ordinances

[None Scheduled]

### First Reading of the Following Ordinances

**Ordinance 2020-07** “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND TECHNOLOGY SOLUTIONS OF SC INC.; AND OTHER MATTERS RELATING THERETO.”

### First & Final Reading for the Following Resolutions

**Resolution 2020-02** “A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING PARCELS IDENTIFIED BY TAX MAP NUMBERS 210-00-01-047, 210-00-01-056, 210-00-01-055, and 210-00-01-003.”

### Discussion Regarding Action Items

#### **2020 Finn T90T Hydro-Seeder / Roads & Bridges / \$60,645.78**

**Budget:** \$593,057.71      **Project Cost:** \$60,645.78      **Balance:** \$532,411.93

This purchase is for a Finn T90T Hydro-Seeder that will be used by the Roads and Bridges Maintenance Crew to stabilize shoulders, slopes and other disturbed areas. This machine will also be used to assist other Departments as needed. This will be replacing a 1999 Finn T90T Hydro-Seeder. The Roads and Bridges Department plans to retrofit this machine to be used as a storm pipe washer.

It is the staff's recommendation that Council approve the purchase of a 2020 Finn T90T Hydro-Seeder to Flint Equipment of Simpsonville, SC, in the amount of \$60,645.78, per Contract Number 052417-FNN.

#### **2018 Motor Grader 620G / Roads & Bridges / \$222,198.09**

**Budget:** \$532,411.93      **Project Cost:** \$222,198.09      **Balance:** \$310,213.84

This purchase is for a 2018 John Deere 620G Motor Grader that will be used by the Roads and Bridges Maintenance Crew to maintain gravel roads, cut shoulders, and clean out ditches throughout the County. It will also be used to remove snow and ice during a severe Winter Weather event. This Motor Grader will be replacing a 1994 Champion 720A which will be sold as surplus via public auction or GovDeals.

It is the staff's recommendation that Council approve the purchase of a 2018 John Deere 620G Motor Grader to Flint Equipment of Simpsonville, SC, in the amount of \$222,198.09, per Contract Number 032515-JDC.

#### **Four (4) Chevrolet Tahoe's / Sheriff's Office / \$134,112.00**

**Budget:** \$310,213.84      **Project Cost:** \$134,112.00      **Balance:** \$176,101.84

Sheriff's fleet vehicles necessary for fiscal year 2019-2020 operations includes four (4) 2020 Chevrolet Tahoe Police Pursuit SUV's. Love Chevrolet of Columbia, SC was awarded SC State Contract # 4400017323 for Chevrolet SUV's. The order cutoff date for Chevrolet Tahoe's under contract # 4400017323 was 10/31/2019, however, Love Chevrolet has four on order for their dealership that they have agreed to sell the County at the State Contract pricing. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

It is the staff's recommendation that Council approve purchase of four (4) Chevrolet Tahoe Police Pursuit SUV's to Love Chevrolet of Columbia, SC, in the amount of \$134,112.00, per State Contract # 4400017323.

**Request for Council's approval to commit matching funds, not to exceed \$69,754.00 toward the Federal Aviation Administration(FAA) Airport Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-027-2020 and authorize the County Administrator to accept and execute the corresponding FAA Grant Offer / Oconee County Airport / Approximately \$69,754.00**

The total amount to Expand Terminal Apron - Final Phase Project will be \$1,395,074.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$1,255,566.00. Oconee County's matching share of Grant 3-45-0016-027-2020 is five (5) percent of the costs to Expand the Terminal Apron- Final Phase Project, or approximately \$69,754.00. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

It is the staff's recommendation that Council authorize County Administrator Amanda Brock to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-027-2020 and commit approximately \$69,754.00 in matching funds.

**Council consideration and approval of adding a full time position for a Life after Lock Up participant when released from the Oconee County Detention Center**

This inmate came to the Oconee Rock Quarry on 08/12/2019 from the Oconee County Detention Center as part of the inmate labor partnership between the Quarry and the Oconee County Detention Center. He completed new miner training and began driving a haul truck. He has operated heavy equipment in the past, and this has enabled him to quickly master operating different pieces of equipment around the Quarry.

It is the staff's recommendation that Council approve this request for adding a full time position for a Life after Lock Up Program to the Oconee Rock Quarry.

**Board & Commission Appointments** *(IF ANY)* [Seats listed are all co-terminus seats]

- \*Building Codes Appeal Board**.....1 At Large Seat
- Agricultural Advisory Board**.....District 1
- \*Board of Zoning Appeals**.....District 5
- Arts & Historical Commission**.....\*District 5 & 1 At Large

**\*No questionnaires on file for the seats listed above**

**Council Committee Reports**

Law Enforcement, Public Safety, Health, & Welfare / Mr. McCall.....[02/04/2020]

Motion to approve funding allocation in an amount not to exceed \$110,000 to the Joseph F. Sullivan Center [former DHEC building] located at 200 Booker Drive, Walhalla, SC 29691.

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## **Unfinished Business** *[to include Vote and/or Action on matters brought up for discussion, if required]*

*[None scheduled.]*

## **New Business** *[may include items which may be scheduled for final action at a future meeting, if required]*

*[None scheduled.]*

## **Executive Session**

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] Receive legal advice and discuss litigation regarding a contractual matter.*

*[2] Discussion regarding a personnel matter related to the Administration Department.*

*[3] Receive legal advice and discuss contractual matter regarding potential purchase of real property.*

## **Adjourn**

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
  - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
  - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
  - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
  - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
  - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
  - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
  - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2020-04**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

**WHEREAS**, Mr. James Kent Crooks entered into a residential lease agreement with the County for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the "Premises"), beginning January 1, 2019 and ending on December 31, 2019; and,

**WHEREAS**, it is the desire of the County to enter into a new and separate lease with Mr. Crooks, such lease being captioned Lease Agreement (the "Lease"); and,

**WHEREAS**, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit A, and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

**NOW THEREFORE**, be it ordained by Council in meeting duly assembled that:

**Section 1.** Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

**Section 2.** Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2020.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading:        January 21, 2020  
Second Reading:     February 4, 2020  
Third Reading:       February 18, 2020  
Public Hearing:        February 18, 2020



**2020-04  
EXHIBIT A**

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and James Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorizations necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. LEASE OF PREMISES. Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year, commencing \_\_\_\_\_, 2020 and ending \_\_\_\_\_, 2021 (the "Lease Term"), unless sooner terminated as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease, the Lease Term shall automatically extend for successive one (1) year periods, up to a maximum of two such one year extensions. The Lease Term shall not automatically extend, however, if either party gives at least thirty (30) days' written notice of its desire to terminate the Lease prior to the end of the then current one year term.

Notwithstanding the foregoing, Lessor may terminate this Lease at any point in time if a critical governmental need or emergency arises that requires termination of this Lease. In such a case, Lessee will be provided with as much time to vacate the Premises as is reasonable under the circumstances, as determined by Lessor, and Lessee shall not be responsible for any rent attributable to future occupancy. No other remedies will be available to Lessee under such circumstances.

Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST. Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for each one (1) year Lease Term. Such rent payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1<sup>st</sup>) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. BREACH OR DEFAULT. If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES. Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF. Lessee may not, either at the commencement of or during the

Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. UTILITIES, TAXES, AND INSURANCE. Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY. Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. OBSERVANCE OF LAWS. Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. DAMAGE BY FIRE, ETC. In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. ASSIGNMENT. Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. LESSOR'S RIGHT TO ENTER PREMISES. Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. ENTIRE AGREEMENT. This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee

concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. SECTION HEADING. The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. NOTICES. It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County  
Attn: County Administrator  
415 S. Pine St.  
Walhalla, South Carolina 29691  
Contact Number: 864-638-4244

Lessee: James Kent Crooks  
93 Goose Knob  
Riverton, Wyoming 82501  
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

***SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Its: County Administrator

LESSEE:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
James Kent Crooks

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2020-06**

AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina, a political subdivision of the State of South Carolina (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "*Code*") and Chapters 1 and 12 of Title 4 of the Code (cumulatively, with Chapter 44 of Title 12, the "*Act*") (i) to enter into agreements with qualifying industry to encourage investment and projects constituting economic development property to which the industrial development of the State of South Carolina (the "*State*") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain payments in lieu of *ad valorem* taxes ("*FILOT*") with respect to such investment; and

**WHEREAS**, a company identified under the code name of Project Aztec (the "*Sponsor*"), informed the County in 2019 that it intended to install a solar power facility on land in Oconee County, South Carolina, to be owned by its affiliate (the "*Sponsor Affiliate*"), which would result in the creation of jobs and other economic benefits to the County (the "*Project*"), provided that the Sponsor, the Sponsor Affiliate, and the County reached an agreement on an incentive package for the Project; and

**WHEREAS**, the County, with such help and assistance as it desired from State agencies, has reviewed the entire matter, and has determined that it is in the best interests of the County, pursuant to the Act, to finalize with the Sponsor and Sponsor Affiliate a FILOT incentive package for the Project according to the terms and conditions of the fee agreement referred to below, and to designate the Project site as a joint county industrial and business park ("*Park*" or "*Multicounty Park*" or "*MCIP*");

**WHEREAS**, the County has agreed that in consideration of the investment stated herein and other good and valuable consideration, the County will grant, devise, and transfer to Sponsor or Sponsor Affiliate, as appropriate, certain County-owned land (the "*Land*") for purposes of developing the Project; and

**WHEREAS**, the Sponsor has assured the County that a minimum of \$50,000,000.00 in qualifying expenditures will be invested in the Project on or before December 31, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council, as follows:

Section 1. The County Council, having made a finding that the Project brings benefits to the County as set forth in Section 4 of this Ordinance, expresses its intention that this Ordinance shall fulfill the requirement under the Act as an official action on the part of the County Council relating to identifying and inducing the Project.

Section 2. The Chairman of the County Council is hereby authorized and directed to execute a Fee Agreement and a MCIP Agreement in substantially the same forms as those attached hereto as Exhibit A and Exhibit B, respectively, with such changes as are not materially adverse to the County, such changes being subject to the approval of the County Administrator with assistance of counsel to the County. The Clerk of the County Council is hereby authorized and directed to attest to the same. And, the County Administrator is hereby authorized and directed to deliver said executed Fee Agreement to the Sponsor and Sponsor Affiliate, and to deliver the executed MCIP Agreement to Pickens County.

Section 3. The County agrees to grant, devise, and convey the Land to the Sponsor or Sponsor Affiliate, as appropriate. The County Administrator is hereby authorized and directed to execute and delivery a Real Estate Purchase and Sale Agreement, in substantially the same form as attached hereto as Exhibit C, and do all other things necessary and property to effect the transfer of the Land to Sponsor or Sponsor Affiliate in a manner consistent with the Real Estate Purchase and Sale Agreement, the Fee Agreement, and this Ordinance.

Section 4. The County hereby finds (i) the Project will benefit the general public welfare of the County by providing service, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality, and it does not establish a charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 5. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance shall take effect and be in full force after the County Council has approved it upon three readings and a public hearing, duly and timely held.

*[Signatures on following page]*

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Julian Davis, III  
Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Katie Smith  
Clerk to County Council  
Oconee County, South Carolina

First Reading: January 21, 2020  
Second Reading: February 4, 2020  
Public Hearing: February 18, 2020  
Third Reading: February 18, 2020



Ordinance 2020-06 – Exhibit B

|                         |   |                               |
|-------------------------|---|-------------------------------|
| STATE OF SOUTH CAROLINA | ) |                               |
|                         | ) | AGREEMENT FOR THE DEVELOPMENT |
| COUNTY OF OCONEE        | ) | OF A JOINT-COUNTY INDUSTRIAL  |
| COUNTY OF PICKENS       | ) | AND BUSINESS PARK             |

THIS AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Pickens, State of South Carolina (“*Pickens County*”) and the County of Oconee, State of South Carolina (“*Oconee County*”) for the purpose of establishing and developing a joint-county industrial and business park.

WITNESSETH:

WHEREAS, Pickens County and Oconee County (individually, a “*County*,” and together, the “*Counties*”) are bodies politic and corporate and political subdivisions of the State of South Carolina (the “*State*”) and are each authorized and empowered by the provisions of Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the South Carolina Code of Laws of 1976, as amended, (the “*Code of Laws*”) to establish and develop a joint-county industrial and business park with one or more other counties within the geographical boundaries of one or more of such counties in order to promote economic development and provide additional employment opportunities within the State; and

WHEREAS, the Counties are contiguous counties which, pursuant to Ordinance No. \_\_\_\_\_, enacted by Pickens County Council on \_\_\_\_\_, 2020, and Ordinance No. \_\_\_\_\_ enacted by Oconee County Council on \_\_\_\_\_, 2020, have each determined that, consistent with the foregoing purposes, there should be developed in Pickens County and Oconee County a Joint-County Industrial and Business Park (the “*Park*”), to be located upon property more particularly described in Exhibit A (Oconee) and Exhibit B (Pickens) hereto; and

WHEREAS, as a consequence of the establishment of the Park, Section 13 of Article VIII of the South Carolina Constitution provides that all property having a situs within the Park shall be exempt from all *ad valorem* taxation, but that the owners or lessees of any property situated in the Park shall be required to pay an amount equal to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption provided therein; and

WHEREAS, the Counties have, as required by Section 4-1-170 of the Code of Laws agreed as to the rights and obligations of each with regard to all expenses and management relating to the Park, the manner by which revenue generated by the Park will be allocated, and the manner in which revenue will be distributed to each of the taxing entities located within the Counties.

NOW, THEREFORE, for and in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Statutory Authority; Binding Effect. This Agreement is entered into under the authority granted to the Counties pursuant to Section 13 of Article VIII of the South Carolina

Constitution and Section 4-1-170. This Agreement shall serve as the written agreement specified in Section 4-1-170 and sets forth the entire agreement between the Counties and is intended to be binding on the Counties, their successors and assigns.

2. Location of the Park.

(a) As of the original execution and delivery of this Agreement, the Park initially consists of property located only in Oconee County, as more particularly described on Exhibit A (Oconee) attached hereto (the "**Property**"), which is now or will be owned and/or operated by a company known to the Counties at this time, and identified at this time, as Project Aztec (the "**Project**"). It is specifically recognized and agreed that the Park may from time to time consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by resolutions of the county councils of the Counties provided that in so enlarging or diminishing such boundaries, the Park shall consist of the Property as so enlarged or diminished.

(b) In the event that the Counties determine by duly adopted resolutions of their respective county councils to enlarge or diminish the boundaries of the Park, this Agreement shall be deemed to have been amended as of the date and time at which such resolutions are adopted, and there shall be attached hereto a revised Exhibit A (Oconee) or a revised Exhibit B (Pickens) which shall contain a legal description of the boundaries of the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the resolutions of the Oconee County Council and the Pickens County Council pursuant to which such enlargement or diminution was authorized.

3. Fee in Lieu of Taxes. In accordance with Section 13 of Article VIII of the South Carolina Constitution, any and all real and personal property located in the Park whether or not titled in the name of either County shall be exempt from *ad valorem* taxation; provided, however, the owners or lessees of any property situated in the Park shall hereby be required to pay an amount equal to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable if the property were not located within the Park, such in-lieu-of payments to be due and payable at the same time as *ad valorem* taxes are due.

4. Allocation of Expenses. Pickens County and Oconee County shall bear expenses incurred in connection with the Park, including, but not limited to, expenses relating to the planning, site preparation, development, construction, infrastructure, operation, maintenance, advertising and promotion of the Park, or the recruitment of industries, in the following proportions:

If the property is located in the portion of the Park within Pickens County:

- A. Pickens County - 100%
- B. Oconee County - 0%

If the property is located in the portion of the Park within Oconee County:

- A. Pickens County - 0%
- B. Oconee County - 100%

5. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of all revenues generated by the Park property through payment of fees-in-lieu of *ad valorem* property taxes or from any other source directly related to the Park in the following proportions:

If the property is located in the portion of the Park within Pickens County:

- A. Pickens County - 99%
- B. Oconee County - 1%

If the property is located in the portion of the Park within Oconee County:

- A. Pickens County - 1%
- B. Oconee County - 99%

With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution. With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within fifteen (15) business days following the end of the calendar quarter of receipt for distribution.

6. Issuance of Bonds. The Counties may issue joint development bonds to fund and/or defray the expenses incurred in the development of the Park and shall have the power to enter jointly into leases and other contracts which are necessary or desirable for the development of the Park.

7. Allocation of Revenue Within Each County.

(a) Any and all revenues derived from the Park other than in respect of payment in-lieu-of *ad valorem* property taxes shall be distributed directly to Pickens County and Oconee County according to the proportions established in Paragraph 5, respectively, and shall and may be expended in any manner deemed appropriate by the County Council of each such County.

(b) Any and all revenues generated by the Park with respect to payments in-lieu-of *ad valorem* property taxes shall be distributed to the Counties according to the proportions

established by Paragraph 5, respectively. All such revenue allocable to a County shall be distributed within that County to the entities which levy taxes or have taxes levied on their behalf in such County (herein respectively referred to as the "*Pickens County Taxing Entities*" and the "*Oconee County Taxing Entities*") in accordance with the one or more ordinances enacted or to be enacted by the County Council of each of the Counties (including the respective ordinances of the Counties which authorized the execution and delivery of this Agreement), and to no others.

8. Fees in Lieu of Ad Valorem Taxes and Special Source Revenue Credits. It is hereby agreed that the entry by Pickens County or Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code of Laws, or any successor or comparable statutes ("*Negotiated FILOT Agreements*"), or special source revenue credit agreements pursuant to Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws and Article VIII, Section 13 of the South Carolina Constitution, or any successor or comparable statutes or constitutional provisions ("*SSRC Agreements*"), with respect to Park properties located in the portion of the Park within either of the Counties, and the terms of such Negotiated FILOT Agreements and SSRC Agreements, shall be at the sole discretion of the County in which the Park property is located.

9. Assessed Valuation. In accordance with Section 4-1-170 of the Code of Laws, for the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of tax paying ability of each County pursuant to Section 59-20-20(3) Code of Laws, allocation of the assessed value of all property located within the Park to each County and to each of the Pickens County Taxing Entities and Oconee County Taxing Entities, respectively, within each County shall be identical to the allocation of revenue distributed to each County in accordance with Paragraphs 5 and 7 above.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Pickens County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Pickens County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Oconee County including zoning, health and safety, and building code requirements shall apply to the Park properties located in the portion of the Park within Oconee County, unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Pickens County is vested with the Sheriff's Department of Pickens County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located within the portion of the Park in Oconee County is vested with the Sheriff's Department of Oconee County. If any of the Park properties located in either Pickens County or Oconee County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. Governing Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement, all of which are hereby deemed severable.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an "original" and all of which, when taken together, shall constitute one and the same document.

15. Term; Termination. This Agreement shall extend for a term through December 31, 20\_\_\_, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent Pickens County or Oconee County has outstanding, contractual commitments, covenants, or agreements to any owner or lessee of Park property, including, but not limited to, the Project, as any agreement containing such commitments or covenants may be amended, modified, or supplemented from time to time, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the county in which such property is located shall first obtain (i) the consent in writing of such owner or lessee and (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective as of the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Oconee County and Pickens County have caused this Agreement to be duly executed by their duly authorized officials as of the day and year first above written.

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Roy Costner, Chairman of County Council  
Pickens County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Meagan Bradford, Clerk to Council  
Pickens County, South Carolina

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Julian Davis III, Chairman of County  
Council  
Oconee County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Katie Smith, Clerk to County Council  
Oconee County, South Carolina

**EXHIBIT A (OCONEE)**

**Oconee County Park Properties**

**Real property described as having tax parcel numbers 332-00-01-009 and 332-00-01-024**

**EXHIBIT B (PICKENS)**

**Pickens County Park Properties**

**None**



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2020-02**

**A RESOLUTION CERTIFYING CERTAIN REAL  
PROPERTY IN OCONEE COUNTY AS AN ABANDONED  
TEXTILE MILL SITE, INCLUDING PARCELS  
IDENTIFIED BY TAX MAP NUMBERS 210-00-01-047, 210-  
00-01-056, 210-00-01-055, and p/o 210-00-01-003.**

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the "Act") was enacted in Title 12, Chapter 65 of the South Carolina Code of Laws (2008), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina; and

WHEREAS, the Act provides that it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in the areas by the redevelopment of these abandoned textile mill sites; and

WHEREAS, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes; and

WHEREAS, The May Corporation, LLC (the "Taxpayer") has represented it is responsible for some or all of the rehabilitation expenses associated with certain real property located at and around 705 Broadway Street and further identified as Oconee County Tax Map Number 210-00-01-047, 210-00-01-056, 210-00-01-055, and p/o 210-00-01-003 (collectively, the "Property" or "Textile Mill Site"); and

WHEREAS, the Taxpayer desires to rehabilitate the Property; and

WHEREAS, the Property is located within Oconee County, South Carolina; and

WHEREAS, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that the:

- (1) textile mill site was a textile mill as defined in SC Code Section (12-65-20(3)
  - (2) textile mill site has been abandoned as defined in SC Code Section 12-65-20(1)
  - (3) geographic area of the textile mill site is consistent with SC Code Section 12-65-20(4);
- and

WHEREAS, the Taxpayer has applied to Oconee County, South Carolina for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

WHEREAS, the County wishes to provide the requested certification following due inquiry, based on the information provided on the National Register of Historic Places in South Carolina, the historic depiction of the Property attached on Exhibit A hereto, the certification of the Appalachian Council of Governments attached on Exhibit B hereto, and other due inquiry.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

Section 1. The Taxpayer has submitted to the County a request for a binding resolution certifying the Textile Mill Site pursuant to Section 12-65-60 of the Act.

Section 2. Based upon the information supplied by the Taxpayer and based on the County’s information and belief, the County hereby certifies that (i) the Textile Mill Site was, or contained, a textile mill as defined in Section 12-65-20(3) of the Act, (ii) the Textile Mill Site has been abandoned as defined in Section 12-65-20(1) of the Act, and (iii) the geographic area of the Textile Mill Site is consistent with Section 12-65-20(4) of the Act to the extent it contains a “Textile Mill” and “Ancillary Uses” thereto (as those terms are defined in the Act).

Section 3. This Resolution provides no property tax relief whatsoever, and the County expresses no opinion regarding the availability of same to the Taxpayer beyond the certification contained herein.

Section 4. This Resolution shall be become effective upon the date of enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2020, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

Exhibit A  
Historic Depiction



Exhibit B  
Appalachian Council of Governments Certification



J. Philip Land, Jr.  
Haynsworth Sinkler Boyd, PA  
PO Box 2048  
Greenville, SC 29602-2048

February 5, 2020

Dear Philip,

Recent amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that the Newry Mill site, comprised of Oconee County tax parcels 210-00-01-003, 210-00-01-047, 210-00-01-055, and 210-00-01-056, is located in a distressed area of the State of South Carolina, as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance with this effort, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson  
Economic Development Director

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30 Century Circle, Greenville, SC, 29607  
Phone | 864.242.9733  
[www.scacog.org](http://www.scacog.org)

1  
**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 18, 2020

**ITEM TITLE:**

**Title:** 2020 Finn T90T Hydro-Seeder

**Department:** Roads & Bridges

**Amount:** \$60,645.78

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval:

Funding from Capital Equipment / Vehicle Fund (325)

Budget: \$ 593,057.71

Project Cost: \$ 60,645.78

Balance: \$ 532,411.93

**BACKGROUND DESCRIPTION:**

This purchase is for a Finn T90T Hydro-Seeder that will be used by the Roads and Bridges Maintenance Crew to stabilize shoulders, slopes and other disturbed areas. This machine will also be used to assist other Departments as needed. This will be replacing a 1999 Finn T90T Hydro-Seeder. The Roads and Bridges Department plans to retrofit this machine to be used as a storm pipe washer.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Pricing for this purchase is from the Sourcewell national purchasing co-operative, contract number 052417-FNN for Finn Hydro-Seeders. The Sourcewell contract allows government agencies to purchase directly from an authorized dealer. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers. Flint Equipment Company, of Simpsonville, SC is an Authorized Dealer for Finn.

**ATTACHMENT(S):**

1. Flint Equipment Quote
2. Sourcewell Contract Information

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the purchase of a 2020 Finn T90T Hydro-Seeder to Flint Equipment of Simpsonville, SC, in the amount of \$60,645.78, per Contract Number 052417-FNN.

Submitted or Prepared By:   
Tronda Popham, Procurement Director

Approved for Submittal to Council:   
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Quote Id: 20769507

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Prepared For:

**OCONEE COUNTY VEHICLE MAINTENANCE FACILITY**



Prepared By: **COLBY HYDUKE**

Flint Equipment Company  
116 Corporate Drive  
Simpsonville, SC 29681

Tel: 864-963-5835

Fax: 864-963-7405

Email: [chyduke@flintequipco.com](mailto:chyduke@flintequipco.com)

**Quote Summary**

**Prepared For:**  
 OCONEE COUNTY VEHICLE MAINTENANCE  
 FACILITY  
 15026 Wells Hwy  
 Seneca, SC 29678  
 Business: 864-638-4141

**Prepared By:**  
 COLBY HYDUKE  
 Flint Equipment Company  
 116 Corporate Drive  
 Simpsonville, SC 29681  
 Phone: 864-963-5835  
 chyduke@flintequipco.com

**Quote Id:** 20769507  
**Created On:** 08 November 2019  
**Last Modified On:** 22 January 2020  
**Expiration Date:** 29 November 2019

| <b>Equipment Summary</b> | <b>Suggested List</b> | <b>Selling Price</b> | <b>Qty</b> | <b>Extended</b>     |
|--------------------------|-----------------------|----------------------|------------|---------------------|
| FINN T90T - 1            | \$ 57,300.00          | \$ 54,543.50 X       | 1 =        | \$ 54,543.50        |
| T90T Hydraulic hose reel | \$ 6,760.00           | \$ 6,422.00 X        | 1 =        | \$ 6,422.00         |
| Additional Discount      |                       |                      |            | <u>-\$ 3,752.50</u> |
| <b>Equipment Total</b>   |                       |                      |            | <b>\$ 57,213.00</b> |

**Sourcewell Contract # 052417-FNN (5% off MSRP)**

| <b>Quote Summary</b> |                     |
|----------------------|---------------------|
| Equipment Total      | \$ 57,213.00        |
| SubTotal             | \$ 57,213.00        |
| Sales Tax - (6.00%)  | \$ 3,432.78         |
| Total                | \$ 60,645.78        |
| Down Payment         | (0.00)              |
| Rental Applied       | (0.00)              |
| <b>Balance Due</b>   | <b>\$ 60,645.78</b> |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 20769507

Customer: OCONEE COUNTY VEHICLE MAINTENANCE FACILITY

## FINN T90T - 1

Hours: 0

Suggested List

Stock Number:

\$ 64,060.00

| Code             | Description         | Qty |
|------------------|---------------------|-----|
| T90T             | T90T                | 1   |
| 061273h-1-1/4-02 | Hydraulic hose reel | 1   |



FINN CORPORATION PRICELIST 2020 rev. a 10-14-19

Sourcewell Contract # 052417-FNN

| Item                              | Description       |   | MSRP <small>usd</small> |
|-----------------------------------|-------------------|---|-------------------------|
| <b>T90 &amp; T120 HYDROSEEDER</b> |                   |   |                         |
| <b>T90T</b>                       | Tank Size         | 940 liquid capacity, 800 working capacity                         | <b>57,300</b>           |
|                                   | Engine            | 35.1 hp Yanmar 3TNV88C-DYEM Tier 4F                               |                         |
|                                   | Tower/Guard Rail  | operator platform and discharge gun assembly with guard rails     |                         |
|                                   | Nozzles           | [1] wide fan, [1] narrow fan, [2] long distance                   |                         |
|                                   | Controls          | ground level controls   |                         |
|                                   | Mount             | trailer w/ electric brakes & DOT lights                           |                         |
|                                   | Hitch             | standard pintle hitch [ball hitch not optional]                   |                         |
| <b>T90S</b>                       | Tank Size         | 940 liquid capacity, 800 working capacity                         | 52,400                  |
|                                   | Engine            | 35.1 hp Yanmar 3TNV88C-DYEM Tier 4F                               |                         |
|                                   | Tower/Guard Rail  | operator platform and gun assembly with FULL deck rails           |                         |
|                                   | Nozzles           | [1] wide fan, [1] narrow fan, [2] long distance                   |                         |
|                                   | Controls          | ground level controls   |                         |
|                                   | Mount             | skid  |                         |
| <b>T120T</b>                      | Tank Size         | 1180 liquid capacity, 1000 working capacity                       | 61,900                  |
|                                   | Engine            | 35.1 hp Yanmar 3TNV88C-DYEM Tier 4F                               |                         |
|                                   | Tower/Guard Rail  | operator platform and discharge gun assembly with guard rails     |                         |
|                                   | Nozzles           | [1] wide fan, [1] narrow fan, [2] long distance                   |                         |
|                                   | Controls          | ground level controls   |                         |
|                                   | Mount             | trailer w/ electric brakes & DOT lights                           |                         |
|                                   | Hitch             | standard pintle hitch [ball hitch not optional]                   |                         |
| <b>T120GN</b>                     | Tank Size         | 1180 liquid capacity, 1000 working capacity                       | 65,400                  |
|                                   | Engine            | 35.1 hp Yanmar 3TNV88C-DYEM Tier 4F                               |                         |
|                                   | Tower/Guard Rail  | operator platform and discharge gun assembly with guard rails     |                         |
|                                   | Nozzles           | [1] wide fan, [1] narrow fan, [2] long distance                   |                         |
|                                   | Controls          | ground level controls   |                         |
|                                   | Mount             | gooseneck   |                         |
| <b>T120S</b>                      | Tank Size         | 1180 liquid capacity, 1000 working capacity                       | 57,300                  |
|                                   | Engine            | 35.1 hp Yanmar 3TNV88C-DYEM Tier 4F                               |                         |
|                                   | Tower/Guard Rail  | operator platform and discharge gun assembly with guard rails     |                         |
|                                   | Nozzles           | [1] wide fan, [1] narrow fan, [2] long distance                   |                         |
|                                   | Controls          | ground level controls   |                         |
|                                   | Mount             | skid  |                         |
| <b>T90/T120 options</b>           |                   |   |                         |
| 061438                            | Stainless T120    | tank & lid [stainless is painted beige]                           | 8,160                   |
| 061439                            | Stainless T120    | agitator  | 2,800                   |
| 061273H-1-1/4-02                  | Hose Reel Package | hydraulic hose reel, 200' x 1-1/4" hose [300 psi], nozzles, valve | 6,760                   |
| 061401-01                         | Airflush          | airflush [requires connection to external air compressor]         | 885                     |
| 061023                            | Hardened Pump     | nitride treated pump case, impeller, wear plate [new build req'd] | 1,070                   |
| 061111                            | Railing           | T90T full deck railing [new build required]                       | 1,735                   |
| 061406                            | Skid Plate        | engine compartment skid plate [new build required]                | 970                     |
| 061445                            | Hitch Extension   | T90T/T120 hitch extension 20" long                                | 775                     |
| 061405                            | Spare Tire        | T90T spare wheel/tire, mounted                                    | 615                     |
| 061274                            | Spare Tire        | T120T spare wheel/tire, mounted                                   | 550                     |
| 061040                            | Spare Tire        | T120GN spare wheel/tire, mounted                                  | 550                     |

2  
**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 18, 2019

**ITEM TITLE:**

**Title: 2018 Motor Grader 620G**

**Department: Roads & Bridges**

**Amount: \$222,198.09**

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval: Audale V Price

Funding from Capital Equipment / Vehicle Fund (325)

Budget: \$ 532,411.93

Project Cost: \$ 222,198.09

**Balance: \$310,213.84**

**BACKGROUND DESCRIPTION:**

This purchase is for a 2018 John Deere 620G Motor Grader that will be used by the Roads and Bridges Maintenance Crew to maintain gravel roads, cut shoulders, and clean out ditches throughout the County. It will also be used to remove snow and ice during a severe Winter Weather event. This Motor Grader will be replacing a 1994 Champion 720A which will be sold as surplus via public auction or GovDeals.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Pricing for this purchase is from the Sourcewell national purchasing co-operative, contract number 032515-JDC for John Deere Motor Graders. The Sourcewell contract allows government agencies to purchase directly from an authorized dealer. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers. Flint Equipment Company, of Simpsonville, SC is an Authorized Dealer for John Deere.

**ATTACHMENT(S):**

1. Flint Equipment Company Quote
2. Sourcewell Contract Information
3. Quote Breakdown spreadsheet

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the purchase of a 2018 John Deere 620G Motor Grader to Flint Equipment of Simpsonville, SC, in the amount of \$222,198.09, per Contract Number 032515-JDC.

Submitted or Prepared By: Tronda C. Popham  
Tronda Popham, Procurement Director

Approved for Submittal to Council:

Amanda Brock  
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Quote Id: 21090670

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Prepared For:  
**OCONEE COUNTY VEHICLE MAINTENANCE FACILITY**



Prepared By: **COLBY HYDUKE**

Flint Equipment Company  
116 Corporate Drive  
Simpsonville, SC 29681

Tel: 864-963-5835

Fax: 864-963-7405

Email: [chyduke@flintequipco.com](mailto:chyduke@flintequipco.com)

**Quote Summary**

**Prepared For:**  
 OCONEE COUNTY VEHICLE MAINTENANCE  
 FACILITY  
 15026 Wells Hwy  
 Seneca, SC 29678  
 Business: 864-638-4141

**Prepared By:**  
 COLBY HYDUKE  
 Flint Equipment Company  
 116 Corporate Drive  
 Simpsonville, SC 29681  
 Phone: 864-963-5835  
 chyduke@flintequipco.com

**Quote Id:** 21090670  
**Created On:** 17 January 2020  
**Last Modified On:** 22 January 2020  
**Expiration Date:** 31 January 2020

| Equipment Summary   | Suggested List | Selling Price   | Qty | Extended             |
|---|----------------|-----------------|-----|----------------------|
| 2018 JOHN DEERE 620G MOTOR<br>GRADER- SOURCWELL #032515-<br>JDC - 1DW620GXHJF690547 | \$ 358,381.77  | \$ 206,304.84 X | 1 = | \$ 206,304.84        |
| John Deere Extended Warranty-4yrs/<br>4000 hrs Comp                                 |                | \$ 3,316.00 X   | 1 = | \$ 3,316.00          |
| <b>Sub Total</b>  |                |                 |     | <b>\$ 209,620.84</b> |
| <b>Equipment Total</b>  |                |                 |     | <b>\$ 209,620.84</b> |

| <b>Quote Summary</b> |                      |
|----------------------|----------------------|
| Equipment Total      | \$ 209,620.84        |
| SubTotal             | \$ 209,620.84        |
| Sales Tax - (6.00%)  | \$ 12,577.25         |
| <b>Total</b>         | <b>\$ 222,198.09</b> |
| Down Payment         | (0.00)               |
| Rental Applied       | (0.00)               |
| <b>Balance Due</b>   | <b>\$ 222,198.09</b> |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 21090670

Customer: OCONEE COUNTY VEHICLE MAINTENANCE FACILITY

## 2018 JOHN DEERE 620G MOTOR GRADER- SOURCWELL #032515-JDC - 1DW620GXHJF690547

Hours: 53

Suggested List

Stock Number: 0101F629958

\$ 358,381.77

Selling Price

\$ 206,304.84

| Code                               | Description                  | Qty | Unit          | Extended      |
|------------------------------------|------------------------------|-----|---------------|---------------|
| 1210DW                             | 620G MOTOR GRADER            | 1   | \$ 267,885.00 | \$ 267,885.00 |
| <b>Standard Options - Per Unit</b> |                              |     |               |               |
| 170C                               | JDLINK ULT 5 YEAR SERVICE    | 1   | \$ 0.00       | \$ 0.00       |
| 1010                               | STANDARD HYDRAULIC CONTROLS  | 1   | \$ 0.00       | \$ 0.00       |
| 1145                               | 6.8L ENG,EPA FINAL TIER IV   | 1   | \$ 42,000.00  | \$ 42,000.00  |
| 1240                               | ALTERNATOR 200 AMP           | 1   | \$ 938.00     | \$ 938.00     |
| 1320                               | NO QUICK SERVICE             | 1   | \$ 0.00       | \$ 0.00       |
| 1420                               | SEV DUTY FUEL FILTER/LINES   | 1   | \$ 519.00     | \$ 519.00     |
| 1610                               | HYDRAULIC PUMP DISCONNECT    | 1   | \$ 185.00     | \$ 185.00     |
| 1830                               | BLACK EXHAUST STACK          | 1   | \$ 0.00       | \$ 0.00       |
| 1920                               | NO BLADE IMPACT ABSORPTION   | 1   | \$ 0.00       | \$ 0.00       |
| 2050                               | 14'X24"X7/8" MB (6"CEX5/8")  | 1   | \$ 1,331.00   | \$ 1,331.00   |
| 2575                               | NOT TOPCON READY             | 1   | \$ 0.00       | \$ 0.00       |
| 2605                               | ENGLISH LABELS & DECALS      | 1   | \$ 0.01       | \$ 0.01       |
| 2775                               | NO TOPCON RADIO INSTALLATION | 1   | \$ 0.00       | \$ 0.00       |
| 2810                               | SNGL INPUT W/O SLIP CLUTCH   | 1   | \$ 0.00       | \$ 0.00       |
| 2920                               | NO GP MAST MOUNTS            | 1   | \$ 0.00       | \$ 0.00       |
| 4917                               | 14R24 G2/L2 1* NBP 1PC RIM   | 1   | \$ 19,511.00  | \$ 19,511.00  |
| 5020                               | LOW CAB W/ FIXED WINDOWS     | 1   | \$ 0.00       | \$ 0.00       |
| 5510                               | AUTOSHIFT TRANSMISSION       | 1   | \$ 1,842.00   | \$ 1,842.00   |
| 5710                               | TRANS VALVE SOLENOID GUARD   | 1   | \$ 209.00     | \$ 209.00     |
| 5815                               | HYDRAU-GREASE,OIL,FUEL,COOLN | 1   | \$ 0.00       | \$ 0.00       |
| 6030                               | NO CAB PRECLEANER            | 1   | \$ 0.00       | \$ 0.00       |
| 6120                               | DELUXE CLOTH SEAT/AIR SUSPEN | 1   | \$ 441.00     | \$ 441.00     |
| 6520                               | RH 5 FUNC CONTROL VALVE      | 1   | \$ 1,634.00   | \$ 1,634.00   |
| 6610                               | LH 4 FUNC CONTROL VALVE      | 1   | \$ 0.00       | \$ 0.00       |
| 6720                               | FRONT MOUNTED SCARIFIER      | 1   | \$ 8,878.00   | \$ 8,878.00   |
| 6830                               | REAR HITCH AND PIN           | 1   | \$ 502.00     | \$ 502.00     |
| 7130                               | STD LIGHT PKG W/LED COLORED  | 1   | \$ 1,077.00   | \$ 1,077.00   |
| 7525                               | 1400 CCA BATTERY             | 1   | \$ 570.00     | \$ 570.00     |
| 7610                               | REVERSING FAN                | 1   | \$ 750.00     | \$ 750.00     |
| 7820                               | NO FRONT FENDERS             | 1   | \$ 0.00       | \$ 0.00       |
| 8110                               | CONVERTER, 24/12V 10/15 AMP  | 1   | \$ 0.00       | \$ 0.00       |
| 8210                               | MIRROR, CONVEX EXTERIOR      | 1   | \$ 0.00       | \$ 0.00       |
| 8310                               | LOWER FRONT INT WIPER/WASHER | 1   | \$ 658.00     | \$ 658.00     |
| 8410                               | RADIO AM/FM/WB               | 1   | \$ 966.00     | \$ 966.00     |

# Selling Equipment

**Quote Id:** 21090670

**Customer:** OCONEE COUNTY VEHICLE MAINTENANCE FACILITY

|                                 |   |   |                       |                       |
|---------------------------------|---|---|-----------------------|-----------------------|
| 8510                            | A/C - CHARGE  | 1 | \$ 0.00               | \$ 0.00               |
| 8625                            | A/C SYSTEM  | 1 | \$ 2,125.00           | \$ 2,125.00           |
| 8730                            | NO SOUND ABSORPTION PKG                               | 1 | \$ 0.00               | \$ 0.00               |
| 8810                            | REAR CAMERA   | 1 | \$ 2,501.00           | \$ 2,501.00           |
| 9210                            | PEDAL DECELERATOR                                     | 1 | \$ 298.00             | \$ 298.00             |
| 9298                            | BEACON STROBE RIGHT                                   | 1 | \$ 668.00             | \$ 668.00             |
| 9410                            | REAR WIPER  | 1 | \$ 210.00             | \$ 210.00             |
| 9717                            | G2/L2 1* NBP 1PC RIM                                  | 1 | \$ 0.01               | \$ 0.01               |
| <b>Standard Options Total</b>   |   |   |                       | <b>\$ 87,813.02</b>   |
| <b>Service Agreements</b>       |   |   |                       |                       |
|                                 | John Deere Extended Warranty - 4yrs/<br>4000 hrs Comp | 1 | \$ 3,316.00           | \$ 3,316.00           |
| <b>Service Agreements Total</b> |   |   |                       | <b>\$ 3,316.00</b>    |
| <b>Other Charges</b>            |   |   |                       |                       |
|                                 | cutting edges   | 1 | \$ 610.00             | \$ 610.00             |
|                                 | 14ft moldboard  | 1 | \$ 998.75             | \$ 998.75             |
|                                 | labor   | 1 | \$ 1,075.00           | \$ 1,075.00           |
| <b>Other Charges Total</b>      |   |   |                       | <b>\$ 2,683.75</b>    |
| <b>Suggested Price</b>          |   |   |                       | <b>\$ 361,697.77</b>  |
| <b>Customer Discounts</b>       |   |   |                       |                       |
| <b>Customer Discounts Total</b> |   |   | <b>\$ -152,076.93</b> | <b>\$ -152,076.93</b> |
| <b>Total Selling Price</b>      |   |   |                       | <b>\$ 209,620.84</b>  |

**Original Factory Build Codes**

| Code | Description                  |
|------|------------------------------|
| 1010 | STANDARD HYDRAULIC CONTROLS  |
| 1145 | 6.8L ENG,EPA FINAL TIER IV   |
| 1240 | ALTERNATOR 200 AMP           |
| 1320 | NO QUICK SERVICE             |
| 1420 | SEV DUTY FUEL FILTER/LINES   |
| 1610 | HYDRAULIC PUMP DISCONNECT    |
| 170C | JDLINK ULT 5 YEAR SERVICE    |
| 1830 | BLACK EXHAUST STACK          |
| 1920 | NO BLADE IMPACT ABSORPTION   |
| 2050 | 14'X24"X7/8" MB (6"CEX5/8")  |
| 2575 | NOT TOPCON READY             |
| 2605 | ENGLISH LABELS & DECALS      |
| 2775 | NO TOPCON RADIO INSTALLATION |
| 2810 | SNGL INPUT W/O SLIP CLUTCH   |
| 2920 | NO GP MAST MOUNTS            |
| 4917 | 14R24 G2/L2 1* NBP 1PC RIM   |
| 5020 | LOW CAB W/ FIXED WINDOWS     |
| 5510 | AUTOSHIFT TRANSMISSION       |

# Selling Equipment

Quote Id: 21090670

Customer: OCONEE COUNTY VEHICLE MAINTENANCE FACILITY

|      |                              |
|------|------------------------------|
| 5710 | TRANS VALVE SOLENOID GUARD   |
| 5815 | HYDRAU-GREASE,OIL,FUEL,COOLN |
| 6030 | NO CAB PRECLEANER            |
| 6120 | DELUXE CLOTH SEAT/AIR SUSPEN |
| 6520 | RH 5 FUNC CONTROL VALVE      |
| 6610 | LH 4 FUNC CONTROL VALVE      |
| 6720 | FRONT MOUNTED SCARIFIER      |
| 6830 | REAR HITCH AND PIN           |
| 7130 | STD LIGHT PKG W/LED COLORED  |
| 7525 | 1400 CCA BATTERY             |
| 7610 | REVERSING FAN                |
| 7820 | NO FRONT FENDERS             |
| 8110 | CONVERTER, 24/12V 10/15 AMP  |
| 8210 | MIRROR, CONVEX EXTERIOR      |
| 8310 | LOWER FRONT INT WIPER/WASHER |
| 8410 | RADIO AM/FM/WB               |
| 8510 | A/C - CHARGE                 |
| 8625 | A/C SYSTEM                   |
| 8730 | NO SOUND ABSORPTION PKG      |
| 8810 | REAR CAMERA                  |
| 9210 | PEDAL DECELERATOR            |
| 9298 | BEACON STROBE RIGHT          |
| 9410 | REAR WIPER                   |
| 9717 | G2/L2 1" NBP 1PC RIM         |

## Extended Warranty Proposal

**2018 JOHN DEERE 620G MOTOR GRADER- SOURCWELL #032515-JDC**

Date : January 22, 2020

| Machine/Use Information |                   | Plan Description | Price      |             |
|-------------------------|-------------------|------------------|------------|-------------|
| Manufacturer            | JOHN DEERE        | Application      | Deductible |             |
| Equipment Type          | 620G MOTOR GRADER | Coverage         | List       | \$ 3,316.00 |
| Model                   | 620G MOTOR GRADER | Total Months     |            |             |
| Country                 | US                | Total Hours      |            |             |

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

### What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

### What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



John Deere Construction Retail Sales- Sourcwell Contract #032515-JDC -- effective 1 Nov 2019

U.S. Pricing Document



| Quantity Discounts: |    |
|---------------------|----|
| 5-7 Machines        | 1% |
| 8-14 Machines       | 2% |
| 15-30 Machines      | 3% |

| John Deere Model               | U.S. List Price for Base model, as described in Price Pages | U.S. Discounts for RFP 032119 | Proposed U.S. Contract Price |
|--------------------------------|---|-------------------------------|------------------------------|
| <b>Articulated Dump Trucks</b> |   |                               |                              |
| 260E                           | \$430,419   | 30.00%                        | \$301,293.30                 |
| 310E                           | \$485,742   | 30.00%                        | \$340,019.40                 |
| 370E                           | \$608,087   | 30.00%                        | \$425,660.90                 |
| 410E                           | \$673,027   | 30.00%                        | \$471,118.90                 |
| 460E                           | \$718,067   | 30.00%                        | \$502,646.90                 |
| <b>Backhoes</b>                |   |                               |                              |
| 310L EP                        | \$112,981   | 47.00%                        | \$59,879.93                  |
| 310L                           | \$113,484   | 47.00%                        | \$60,146.52                  |
| 310SL                          | \$115,807   | 47.00%                        | \$61,377.71                  |
| 310SL HL                       | \$117,547   | 47.00%                        | \$62,299.91                  |
| 315SL                          | \$116,033   | 47.00%                        | \$61,497.49                  |
| 410L                           | \$126,797   | 44.00%                        | \$71,006.32                  |
| 710L                           | \$202,357   | 44.00%                        | \$113,319.92                 |
| <b>Compact Track Loaders</b>   |   |                               |                              |
| 317G                           | \$57,079  | 33.00%                        | \$38,242.93                  |
| 325G                           | \$58,829  | 33.00%                        | \$39,415.43                  |
| 331G                           | \$72,011  | 33.00%                        | \$48,247.37                  |
| 333G                           | \$76,731  | 33.00%                        | \$51,409.77                  |
| <b>Dozers</b>                  |   |                               |                              |
| 450K                           | \$108,315   | 30.00%                        | \$75,820.50                  |
| 550K                           | \$128,241   | 30.00%                        | \$89,768.70                  |
| 650K                           | \$154,403   | 30.00%                        | \$108,082.10                 |
| 700K                           | \$191,497   | 30.00%                        | \$134,047.90                 |
| 750K                           | \$270,332   | 30.00%                        | \$189,232.40                 |
| 850K                           | \$341,847   | 30.00%                        | \$239,292.90                 |
| 850L                           | \$349,822   | 28.00%                        | \$251,871.84                 |
| 950K                           | \$603,739   | 31.00%                        | \$416,579.91                 |
| 1050K                          | \$722,577   | 31.00%                        | \$498,578.13                 |
| <b>Crawler Loaders</b>         |   |                               |                              |
| 655K                           | \$226,636   | 30.00%                        | \$158,645.20                 |
| 755K                           | \$325,235   | 30.00%                        | \$227,664.50                 |
| <b>Excavators</b>              |   |                               |                              |
| 75G                            | \$127,283   | 34.00%                        | \$84,006.78                  |
| 85G                            | \$133,601   | 34.00%                        | \$88,176.66                  |
| 130G FT4                       | \$160,073   | 36.00%                        | \$102,446.72                 |
| 135G FT4                       | \$195,924   | 36.00%                        | \$125,391.36                 |
| 160G LC FT4                    | \$182,481   | 37.00%                        | \$114,963.03                 |
| 180G LC FT4                    | \$188,672   | 38.00%                        | \$116,976.64                 |
| 190GW FT4                      | \$331,958   | 46.00%                        | \$179,257.32                 |
| 210G LC FT4                    | \$197,071   | 36.00%                        | \$126,125.44                 |
| 245G LC FT4                    | \$253,351   | 37.00%                        | \$159,611.13                 |
| 250G LC FT4                    | \$231,486   | 34.00%                        | \$152,780.76                 |
| 300G LC FT4                    | \$272,315   | 34.00%                        | \$179,727.90                 |
| 345G LC FT4                    | \$313,744   | 30.00%                        | \$219,620.80                 |
| 350G LC FT4                    | \$322,572   | 34.00%                        | \$212,897.52                 |
| 380G LC FT4                    | \$341,683   | 34.00%                        | \$225,510.78                 |
| 470G LC FT4                    | \$481,003   | 34.00%                        | \$317,461.98                 |
| 670G LC FT4                    | \$747,113   | 34.00%                        | \$493,094.58                 |
| 870G LC FT4                    | \$974,641   | 34.00%                        | \$643,263.06                 |
| ZX75US-5                       | \$127,283   | 34.00%                        | \$84,006.78                  |
| ZX85USB-5                      | \$133,601   | 34.00%                        | \$88,176.66                  |
| ZX130-6 FT4                    | \$160,073   | 36.00%                        | \$102,446.72                 |
| ZX135US-6 FT4                  | \$195,924   | 36.00%                        | \$125,391.36                 |
| ZX160 LC-6 FT4                 | \$182,481   | 37.00%                        | \$114,963.03                 |
| ZX180 LC-6 FT4                 | \$188,672   | 38.00%                        | \$116,976.64                 |
| ZX190W-6N FT4                  | \$331,958   | 46.00%                        | \$179,257.32                 |

|                             |           |        |              |
|-----------------------------|-----------|--------|--------------|
| ZX210 LC-6 FT4              | \$197,071 | 36.00% | \$126,125.44 |
| ZX230W-5                    | \$374,283 | 42.00% | \$217,084.14 |
| ZX245 LC-6 FT4              | \$253,351 | 37.00% | \$159,611.13 |
| ZX250 LC-6 FT4              | \$231,486 | 34.00% | \$152,780.76 |
| ZX300 LC-6 FT4              | \$272,315 | 34.00% | \$179,727.90 |
| ZX345U LC-6N FT4            | \$313,744 | 30.00% | \$219,620.80 |
| ZX350 LC-6 FT4              | \$322,572 | 34.00% | \$212,897.52 |
| ZX380 LC-6 FT4              | \$341,683 | 34.00% | \$225,510.78 |
| ZX470 LC-6 FT4              | \$480,003 | 34.00% | \$316,801.98 |
| ZX670 LC-6 FT4              | \$747,113 | 34.00% | \$493,094.58 |
| ZX870 LC-6 FT4              | \$974,641 | 34.00% | \$643,263.06 |
| <b>Excavators - Compact</b> |           |        |              |
| 17G                         | \$31,632  | 30.00% | \$22,142.40  |
| 26G                         | \$38,420  | 30.00% | \$26,894.00  |
| 30G                         | \$46,374  | 30.00% | \$32,461.80  |
| 35G                         | \$51,630  | 30.00% | \$36,141.00  |
| 50G                         | \$68,464  | 30.00% | \$47,924.80  |
| 60G                         | \$76,461  | 30.00% | \$53,522.70  |
| ZX17U-5                     | \$31,632  | 30.00% | \$22,142.40  |
| ZX26U-5                     | \$38,420  | 30.00% | \$26,894.00  |
| ZX30U-5                     | \$46,374  | 30.00% | \$32,461.80  |
| ZX35U-6                     | \$51,630  | 30.00% | \$36,141.00  |
| ZX50U-5                     | \$68,464  | 30.00% | \$47,924.80  |
| ZX60U-5                     | \$76,461  | 30.00% | \$53,522.70  |
| <b>Feller Buncher</b>       |           |        |              |
| 859M                        | \$512,362 | 22.00% | \$399,642.36 |
| <b>Forwarder</b>            |           |        |              |
| 1910G                       | \$614,449 | 30.00% | \$430,114.30 |
| <b>Tractor Loader</b>       |           |        |              |
| 210L EP                     | \$98,085  | 40.00% | \$58,851.00  |
| 210L                        | \$103,606 | 40.00% | \$62,163.60  |
| <b>Motor Graders</b>        |           |        |              |
| 620G                        | \$267,885 | 42.00% | \$155,373.30 |
| 622G                        | \$313,569 | 42.00% | \$181,870.02 |
| 670G                        | \$291,842 | 42.00% | \$169,268.36 |
| 672G                        | \$337,110 | 42.00% | \$195,523.80 |
| 770G                        | \$318,615 | 45.00% | \$175,238.25 |
| 772G                        | \$370,930 | 45.00% | \$204,011.50 |
| 870G                        | \$349,484 | 44.00% | \$195,711.04 |
| 872G                        | \$412,207 | 44.00% | \$230,835.92 |
| <b>Skid Steers</b>          |           |        |              |
| 312GR                       | \$34,554  | 33.00% | \$23,151.18  |
| 314G                        | \$36,104  | 33.00% | \$24,189.68  |
| 316GR                       | \$38,493  | 33.00% | \$25,790.31  |
| 318G                        | \$40,440  | 33.00% | \$27,094.80  |
| 320G                        | \$41,635  | 33.00% | \$27,895.45  |
| 324G                        | \$44,708  | 33.00% | \$29,954.36  |
| 330G                        | \$54,170  | 33.00% | \$36,293.90  |
| 332G                        | \$56,010  | 33.00% | \$37,526.70  |
| <b>Skidder</b>              |           |        |              |
| 640L                        | \$269,795 | 26.00% | \$199,648.30 |
| 648L II                     | \$293,352 | 24.00% | \$222,947.52 |
| <b>Swing Machine</b>        |           |        |              |
| 2156G                       | \$377,867 | 29.00% | \$268,285.57 |
| 2654G                       | \$375,340 | 34.00% | \$247,724.40 |
| 2656G                       | \$421,986 | 31.00% | \$291,170.34 |
| <b>Wheel Loaders</b>        |           |        |              |
| 444K                        | \$146,553 | 41.00% | \$86,466.27  |
| 524K II                     | \$155,485 | 43.00% | \$88,626.45  |
| 524L                        | \$170,639 | 41.00% | \$100,677.01 |
| 544K II                     | \$186,979 | 43.00% | \$106,578.03 |
| 544L                        | \$199,929 | 41.00% | \$117,958.11 |
| 624K II                     | \$227,629 | 43.00% | \$129,748.53 |
| 624L                        | \$222,482 | 41.00% | \$131,264.38 |
| 644K                        | \$282,152 | 42.00% | \$163,648.16 |
| 644KH                       | \$279,921 | 42.00% | \$162,354.18 |
| 724K                        | \$313,633 | 43.00% | \$178,770.81 |

**JOHN DEERE**  
**CONFIDENTIAL**

| Quantity Discounts: |    |
|---------------------|----|
| 5-7 Machines        | 1% |
| 8-14 Machines       | 2% |
| 15-30 Machines      | 3% |

|                                 |           |        |              |
|---------------------------------|-----------|--------|--------------|
| 744K II                         | \$395,686 | 41.00% | \$233,454.74 |
| 744L                            | \$385,736 | 38.00% | \$239,156.32 |
| 824K II                         | \$426,814 | 41.00% | \$251,820.26 |
| 824L                            | \$413,987 | 38.00% | \$256,671.94 |
| 844K III                        | \$505,504 | 41.00% | \$298,247.36 |
| 844L                            | \$481,554 | 38.00% | \$298,563.48 |
| 844K III AH                     | \$505,504 | 41.00% | \$298,247.36 |
| 844L AH                         | \$481,554 | 38.00% | \$298,563.48 |
| 944K                            | \$804,485 | 41.00% | \$474,646.15 |
| <b>Wheel Loaders - Compact</b>  |           |        |              |
| 204L                            | \$72,929  | 29.00% | \$51,779.59  |
| 244L                            | \$91,731  | 29.00% | \$65,129.01  |
| 304L                            | \$84,145  | 29.00% | \$59,742.95  |
| 324L                            | \$104,531 | 29.00% | \$74,217.01  |
| 344L                            | \$136,418 | 29.00% | \$96,856.78  |
| <b>Worksite Pro Attachments</b> |           |        |              |
| Various                         |           | 20.00% |              |

**JOHN DEERE**  
**CONFIDENTIAL**

| Quantity Discounts: |    |
|---------------------|----|
| 5-7 Machines        | 1% |
| 8-14 Machines       | 2% |
| 15-30 Machines      | 3% |

**Price Breakdown for 2018 John Deere 620G Motor Grader**

Sourcewell Contract Number 032515-JDC

| Flint Motor Grader             |                    |  |                    |                     |
|--------------------------------|--------------------|--|--------------------|---------------------|
|                                |                    | Sourcewell<br>Discount Rate                  | Discount Amount    | Sales Price         |
| John Deere 620G                | \$267,885.00       | 42.000%                                      | \$112,511.70       | \$155,373.30        |
| 6.8L Eng                       | \$42,000.00        |  |                    |                     |
| Alternator 200 AMP             | \$938.00           |  |                    |                     |
| Sev Duty Fuel Filters          | \$519.00           |  |                    |                     |
| Hydraulic Pump Disconnect      | \$185.00           |  |                    |                     |
| 14"x24"x7/8" MB                | \$1,331.00         |  |                    |                     |
| English Lables and Decals      | \$0.01             |  |                    |                     |
| 14R24 G2/L2 1* NBP 1PC Rim     | \$19,511.00        |  |                    |                     |
| Autoshift Transmission         | \$1,842.00         |  |                    |                     |
| Trans Valve Solenoid Guars     | \$209.00           |  |                    |                     |
| Deluxe Cloth Seat Air Suspen   | \$441.00           |  |                    |                     |
| rh 5 Func control valve        | \$1,634.00         |  |                    |                     |
| Front Mounted Scarifier        | \$8,878.00         |  |                    |                     |
| Rear Hitch and Pin             | \$502.00           |  |                    |                     |
| STD Light PKG W/LED Colored    | \$1,077.00         |  |                    |                     |
| 1400CCA Battery                | \$570.00           |  |                    |                     |
| Reversing Fan                  | \$750.00           |  |                    |                     |
| Lower Front INT Wiper/washer   | \$658.00           |  |                    |                     |
| Radio AM/FM/WB                 | \$966.00           |  |                    |                     |
| A/C System                     | \$2,125.00         |  |                    |                     |
| Rear Camera                    | \$2,501.00         |  |                    |                     |
| Pedal Decelerator              | \$298.00           |  |                    |                     |
| Beacon Strobe Right            | \$668.00           |  |                    |                     |
| Rear Wiper                     | \$210.00           |  |                    |                     |
| G2/L2 1* NBP 1PC RIM           | \$0.01             |  |                    |                     |
|                                | <b>\$87,813.02</b> | 42.000%                                      | \$36,881.47        | \$50,931.55         |
|                                |                    | <b>Total Motor Grader with added Options</b> |                    | <b>\$206,304.85</b> |
| <b>Extended Warranty 4-YRS</b> | <b>\$3,316.00</b>  | 0.000%                                       | \$0.00             | \$3,316.00          |
|                                |                    |  |                    | <b>\$209,620.85</b> |
| <b>Other Charges</b>           |                    |  |                    |                     |
| Cutting Edges                  | \$610.00           | 42.000%                                      | \$256.20           | \$353.80            |
| 14FT Moldboard Swap            | \$998.75           | 42.000%                                      | \$419.48           | \$579.28            |
| Labor                          | \$1,075.00         | 0.000%                                       | \$0.00             | \$1,075.00          |
|                                |                    |  | <b>Sub-Total</b>   | <b>\$211,628.93</b> |
| Adjustment                     |                    |  | 2008.09            | -\$2,008.09         |
|                                |                    |  | \$150,068.84       | \$209,620.84        |
|                                |                    |  | Sales Tax          | \$12,577.25         |
|                                |                    |  | <b>Final Total</b> | <b>\$222,198.09</b> |

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 18, 2020

**ITEM TITLE:**

**Title: Four (4) Chevrolet Tahoe's**

**Department: Sheriff's Office**

**Amount: \$134,112.00**

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.  
Funding from Capital Equipment / Vehicle Fund (325)

Finance Approval: Ladale V Price

**Budget: \$310,213.84**

**Project Cost: \$ 134,112.00**

**Balance: \$ 176,101.84**

**BACKGROUND DESCRIPTION:**

Sheriff's fleet vehicles necessary for fiscal year 2019-2020 operations includes four (4) 2020 Chevrolet Tahoe Police Pursuit SUV's. Love Chevrolet of Columbia, SC was awarded SC State Contract # 4400017323 for Chevrolet SUV's. The order cutoff date for Chevrolet Tahoe's under contract # 4400017323 was 10/31/2019, however, Love Chevrolet has four on order for their dealership that they have agreed to sell the County at the State Contract pricing. The new vehicles will replace high-mileage vehicles currently used in the Sheriff's fleet. The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

**ATTACHMENT(S):**

1. State Contract Pricing
2. Love Chevrolet Cost Sheet
3. Spreadsheet showing Options added or deleted

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve purchase of four (4) Chevrolet Tahoe Police Pursuit SUV's to Love Chevrolet of Columbia, SC, in the amount of \$134,112.00, per State Contract # 4400017323.

Submitted or Prepared By: Tronda C. Popham

Tronda C Popham, Procurement Director

Approved for Submittal to Council: Amanda F. Brock

Amanda F. Brock, County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*

Rob Malpass, Procurement Manager  
Phone: (803) 737-5769  
Email: remalpass@mimo.sc.gov

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: V  
Page: 8  
Date: 11/1/2017

## **LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel**

|  |                                      |                           |   |
|--|--------------------------------------|---------------------------|---|
| <b><u>Contract Number:</u></b>         | <b>4400017323</b>                    | <b><u>Contractor:</u></b> | <b>Love Chevrolet Company</b>   |
| <b><u>Initial Contract Term:</u></b>   | <b>11/1/2017 - 10/31/2018</b>        | <b><u>Address:</u></b>    | <b>100 Parkridge Drive, Columbia, SC<br/>29212</b>                                    |
| <b><u>Contract Rollover Dates:</u></b> | <b>11/1/2018 - 10/31/2019</b>        | <b><u>Vendor #:</u></b>   | <b>7000044959</b>   |
| <b><u>Order Cut Off Date:</u></b>      |                                      | <b><u>Contact:</u></b>    | <b>Donna Casey</b>  |
| <b><u>Model:</u></b>                   | <b>Chevrolet Tahoe PPV - CC15706</b> | <b><u>Email:</u></b>      | <b><a href="mailto:governmentsales@loveauto.com">governmentsales@loveauto.com</a></b> |
| <b><u>Commodity Code:</u></b>          | <b>07105</b>                         | <b><u>Telephone:</u></b>  | <b>803-794-9004 ext. 7</b>  |
| <b><u>Delivery Days ARO:</u></b>       | <b>90</b>                            | <b><u>Fax:</u></b>        | <b>803-926-7467</b>   |

**BASE PRICE**      **\$32,734.00**

\*Click on the link above for an itemized listing of items included in the base price.

### **Optional Additions**

|                                      |            |
|--------------------------------------|------------|
| 4x4 Pursuit Package                  | \$3,550.00 |
| Towing Package (State Standard Spec) | \$25.00    |

### **Optional Deductions**

|                                 |          |
|---------------------------------|----------|
| <i>HD Vinyl/Rubber Flooring</i> | \$100.00 |
| Spot Light (Left Door Mounted)  | \$385.00 |
| Delivery Fee (Per Vehicle)      | \$15.00  |

### **Delivery Information**

|   |         |
|---|---------|
| Delivery Distance Included in Delivery Fee                        | 9 Miles |
| Price Per Mile Contractor May Charge Beyond the Delivery Distance | \$1.67  |

**[Return to Index](#)**



LOVE CHEVROLET COMPANY  
100 PARKRIDGE DR  
Columbia, South Carolina 29212  
(803) 794-9004  
DON LOCKHART 803-513-5905  
[dlockhart@loveauto.com](mailto:dlockhart@loveauto.com)

2020 CHEVROLET TAHOE PPV  
STATE CONTRACT EXT #4400017323  
BASE PRICE

\$32734.00

INCLUDES:

PPV PURSUIT PACKAGE  
5.3L V8 GAS ENGINE  
6 SPEED AUTOMATIC TRANSMISSION  
CLIMATE CONTROL A/C  
TILT WHEEL AND CRUISE CONTROL  
POWER WINDOWS, LOCKS, AND MIRRORS  
KEYLESS REMOTE ENTRY  
AM/FM STEREO RADIO CD WITH USB  
BLUETOOTH CAPABLE  
CLOTH FRONT SEATING  
VINYL REAR SEATS 2<sup>ND</sup> ROW  
NO THIRD ROW SEATING  
VINYL FLOOR COVERING  
ASSIST STEPS  
TRAILER HITCH AND WIRING  
REAR VISION CAMERA  
STEEL WHEELS BLACK

AUX BATTERY  
LEFT HAND SPOTLIGHT

ADDS:

|                                      |           |
|--------------------------------------|-----------|
| FRONT AUXILLARY DOME LIGHT           | \$ 165.00 |
| WIRING FOR GRILLE LAMPS AND SPEAKERS | \$ 89.00  |
| WIRING FOR HORN/SIREN CIRCUIT        | \$ 40.00  |

|                                  |            |
|----------------------------------|------------|
| BLACK EXTERIOR—EBONY CLOTH/VINYL |            |
| SC IMF FEE                       | \$ 500.00  |
| TOTAL PER UNIT                   | \$33528.00 |



| <b>Chevrolet Tahoes State Contract Number 4400017323</b>   |                 |                    |                     |
|--|-----------------|--------------------|---------------------|
| <b>Description</b>   | <b>Quantity</b> | <b>Unit Price</b>  | <b>Total Price</b>  |
| <b>2020 Chevy Tahoe PPV includes: 5.3L V8, 6 Speed Automatic Transmission, A/C, Tilt Wheel, Cruise Control, Power Windows, Power Locks, Power Mirrors, Keyless Remote Entry (Two Remotes), AM\FM Radio CD Bluetooth, Front Cloth Bucket Seats (Center Section Removed), 2nd Row Vinyl Seats, Full Vinyl Floor Covering, Assist Steps, 17" Steel Wheels Pursuit V Rated Tires, Rear Vision Camera, Locking Differential, Trailering Hitch and Wiring, No Luggage Rack, Left Hand Spot Light, PPV Pursuit Package All Standard Equipment Included on State Contract.</b> | 4               | \$32,734.00        | \$130,936.00        |
| <b>Adds:</b>   |                 |                    |                     |
| Exterior Color: BLACK, Interior Color: CHARCOAL  |                 |                    |                     |
| Front Auxillary Dome Light   | 4               | \$165.00           | \$660.00            |
| Wiring for Grille Lamps and Speakers   | 4               | \$89.00            | \$356.00            |
| Wiring for Horn / Siren Circuit  | 4               | \$40.00            | \$160.00            |
| <b>SUBTOTAL FOR TAHOE'S</b>  | 4               | <b>\$33,028.00</b> | <b>\$132,112.00</b> |
| Add \$500 State Sales Tax  | 4               | \$500.00           | \$2,000.00          |
| <b>GRAND TOTAL</b>   |                 | <b>\$33,528.00</b> | <b>\$134,112.00</b> |

# ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: February 18, 2020

## ITEM TITLE:

**Title: Request for Council's approval to commit matching funds, not to exceed \$69,754.00 toward the Federal Aviation Administration (FAA) Airport Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-027-2020 and authorize the County Administrator to accept and execute the corresponding FAA Grant Offer.**

**Department: Oconee County Airport**

**Amount: Approximately \$69,754.00**

## FINANCIAL IMPACT:

The total amount to Expand Terminal Apron - Final Phase Project will be \$1,395,074.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$1,255,566.00. Oconee County's matching share of Grant 3-45-0016-027-2020 is five (5) percent of the costs to Expand the Terminal Apron- Final Phase Project, or approximately \$69,754.00. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

## BACKGROUND DESCRIPTION:

Oconee County, the FAA and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, for the following projects:

- On November 15, 2016, Council approved the award of RFP 16-07 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed; and
- On July 17, 2018 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-024-2018 in the amount of \$671,220 for Land Acquisition, Relocation and Terminal Apron Expansion - Design Only; and
- On August 21, 2018, Council approved Work Authorization #2 from W.K. Dickson for engineering, surveying, and design phase services for the removal and relocation of (Mt.) Nebo Church Road off the Runway 7 end of the airport.
- On January 21, 2020 Council approved Work Authorization #3 from W.K. Dickson for professional services for construction administration (CA) and construction observation (CO) for the Relocation of Nebo Church Road.
- On January 21, 2020 Council also approved Work Authorization #5 from W.K. Dickson for professional services for construction administration (CA) and construction observation (CO) for the Expansion of the West Terminal Apron (Site Prep).

The Oconee County Airport now wishes to accept the Federal Aviation Administration (FAA) Grant 3-45-0016-027-2020 offer to Expand Terminal Apron – Final Phase Project as part of the Airport Improvement Program.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Timely acceptance of this Grant is crucial of ensuring the Expansion of the Terminal Apron – Final Phase Project begins as soon as practical as the offer must be accepted and submitted to the Federal Aviation Administration (FAA) March 4, 2020.

## ATTACHMENT(S):

1. Federal Aviation Administration (FAA) Grant 3-45-0016-027-2020 offer.

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council authorize County Administrator Amanda Brock to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-027-2020 and commit approximately \$69,754.00 in matching funds.

Submitted or Prepared by: Jeff Garrison / JBrock  
Jeff Garrison, Oconee County Airport Director

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southern Region  
Georgia, South Carolina, PR, VI

Atlanta ADO  
1701 Columbia Avenue  
College Park, GA 30337

Ms. Amanda Brock  
County Administrator  
415 South Pine Street  
Walhalla, SC 29691

February 3, 2020

Dear Ms. Brock:

We are enclosing three copies of a grant offered in accordance with the Consolidated Appropriations Act, 2019 (Public Law Number 116-6), Grant No. 3-45-0016-027-2020 at Oconee County Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than March 4, 2020, in order for the grant to be valid.
  - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
  - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
  - Return two executed Grant Agreements to our office via US mail or commercial courier.
  - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

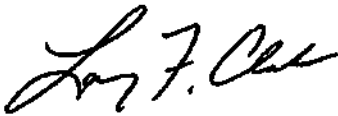
- **Performance Reports, which are due within 30 days of the end of a reporting period as follows:**
  1. **Non-construction project: Due annually at end of the Federal fiscal year.**
  2. **Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.**

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Anna Lynch, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Larry F. Clark  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I - OFFER

|   |  |
|---|--|
| Date of Offer                           | <u>February 4, 2020</u>                                  |
| Airport/Planning Area                   | <u>Oconee County Regional</u>                            |
| Supplemental Appropriation Grant Number | <u>3-45-0016-027-2020</u>                                |
| DUNS Number                             | <u>045815883</u>   |
| TO:                                     | <u>County of Oconee</u><br>(herein called the "Sponsor") |

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 10, 2019, for a grant of Federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

**Expand Terminal Apron (27,000 SY) - Pave + Light, Final Phase**

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254) and the Consolidated Appropriation Act, 2019 (Public Law Number 116-6) and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition.), (b) the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, AND PRIORITY CONSIDERATIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,255,565.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$1,255,565 airport development or noise program implementation.

2. **Period Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the Consolidated Appropriations Act, 2018 (Public Law Number 115-141), regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before March 4, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866- 705- 5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation. The supplemental appropriation funds will be available until September 20, 2020.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects until September 20, 2021, if funds are available;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding, until September 20, 2021, if funds are available.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 21. Priority Consideration Funded Work Included in a PFC Application.**
- Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration



an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 10, 2008, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23. Employee Protection from Retrial.**

**A. Prohibition of Reprisals -**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal office or employee responsible for oversight of a grant program;
    - v. A court or grand jury;
    - vi. A management office of the grantee or subgrantee; or
    - vii. A Federal or State regulatory enforcement agency.
  3. Submission of Complaint - A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
  6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the

assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

- 25. Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
\_\_\_\_\_  
*(Signature)*

**Larry F. Clark**  
\_\_\_\_\_  
*(Typed Name)*

**Manager, Atlanta ADO**  
\_\_\_\_\_  
*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

County of Oconee

*(Name of Sponsor)*

*(Signature of Sponsor's Authorized Official)*

By:

*(Typed Name of Sponsor's Authorized Official)*

Title:

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_

By:

*(Signature of Sponsor's Attorney)*

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 18, 2020**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration and approval of adding a full time position for a Life after Lock Up participant, when is released from Oconee County Detention Center.

**BACKGROUND DESCRIPTION:**

This inmate came to the Oconee Rock Quarry on 08/12/19 from the Oconee County Detention Center as part of the inmate labor partnership between the Quarry and the Oconee County Detention Center. He completed new miner training and began driving a haul truck. He has operated heavy equipment in the past, and this has enabled him to quickly master operating different pieces of equipment around the Quarry.

We feel that he is an asset to our operation, not only because of his experience operating equipment, but also because of his willingness to do what is asked. He is always willing to come in early or stay late. He completes any task asked of him with a positive attitude.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

n/a

**FINANCIAL IMPACT [Brief Statement]:**

|                                  |          |
|----------------------------------|----------|
| Salary for Equipment Operator II | \$26,751 |
| Fringe and Insurance             | \$15,506 |
| Total Financial Impact           | \$36,857 |

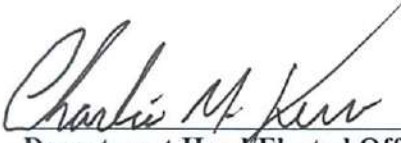
Approved by: AVP Finance

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council approve this request for adding full time position for a Life after Lock Up Program to the Oconee Rock Quarry.

Submitted or Prepared By:

  
Department Head/Elected Official

Approved for Submittal to Council:

  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Thursday, January 23, 2020 10:44 AM  
**To:** 'classadmgr@upstatetoday.com'  
**Cc:** Katie Smith  
**Subject:** Legal Ad Request

**Please run in the next edition of your publication. Please respond to the email to confirm receipt.**

“Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, February 18, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH  
CAROLINA OCONEE  
COUNTY  
Ordinance 2020-04**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”**

**Please confirm receipt of this email by way of reply.**

Best Regards,  
Katie

*Katie D. Smith*  
Clerk to Council  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]

**CONFIDENTIALITY NOTICE:** All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.





LEGAL NOTICES

LEGALS

NOTICE OF PUBLIC HEARING

There will be a public hearing at 6pm, Tuesday, February 18, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
Ordinance 2020-04

AN ORDINANCE AUTHORIZING

FRIDAY, JANUARY 24, 2020

REAL ESTATE SALES

HOMES WITH ACREAGE

Acreage

39 Acres- \$285,000  
15 Acres- \$118,799  
33 Acres- \$182,500  
39 Ac & 15 Ac can be  
bought as one tract.

Dawn Glass 864-923-9960

HOUSES

PUBLISHERS NOTICE

ALL real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity

LEGAL NOTICES

LEGALS

THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

NOTICE OF SALE  
2018-CP-37-00719

BY VIRTUE of a decree heretofore granted in the case of: Nationstar Mortgage, LLC d/b/a Mr. Cooper successor by merger to Pacific Union Financial, LLC against Jamira S. Holland aka Jamira Holland, I, the undersigned Clerk of Court for Oconee County, will sell on February 3, 2020, at 11:00 a.m. at the Oconee County Courthouse in Walhalla, South Carolina, to the highest bidder, the following described property, to-wit: All that certain piece, parcel or lot of land, with any improvements thereon or hereafter placed thereon, situate, lying and being in the State of South Carolina, Wagener Township, being known and designated as LOT NUMBER THIRTY-SEVEN (37) of OCONEE ESTATES SUBDIVISION, as shown and more fully described on a Plat thereof prepared

**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**OCONEE COUNTY COUNCIL**

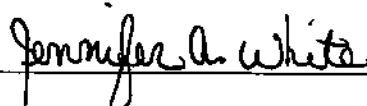
**IN RE: NOTICE OF PUBLIC HEARING/ORD 2020-04**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/24/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

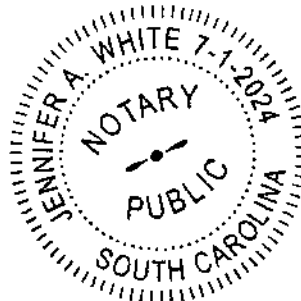


Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/24/2020



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024



**Katie Smith**

---

**From:** Katie Smith  
**Sent:** Friday, January 24, 2020 11:24 AM  
**To:** 'classadmgr@upstatetoday.com'  
**Cc:** Katie Smith  
**Subject:** Legal Ad Request

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“Notice of Public Hearing

There will be a public hearing at 6pm, Tuesday, February 18, 2020 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

**STATE OF SOUTH  
CAROLINA OCONEE  
COUNTY  
Ordinance 2020-06**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO.”

**Please confirm receipt of this email by way of reply.**

Best Regards,  
Katie

*Katie D. Smith*  
Clerk to Council  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]

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**06 Toyota 4Runner**  
 Gray, 178K, \$9,200.  
**Pete's Auto**  
 402 Oak Street • Seneca  
 Call 882-1467



**2006 Work Van**  
 5.4 engine, with shelves,  
 rack on top, AT, AC,  
 good condition. \$6,995.

**Seneca Auto Sales**  
 542 W. North 1st St.  
 Seneca, S.C.  
 864-888-1100



**1979 Cadillac Seville**  
 44,500K Original Miles  
 Black with wire wheels,  
 new tires, ac compressor  
 \$9999.00 Located in Seneca  
 Call 941-223-8682



**13 Dodge**



**17 Toyota Rav 4 XLE**  
 AWD, 34K miles, \$21,700.  
**Pete's Auto**  
 402 S. Oak Street  
 Seneca • 864-882-1467



**17 Toyota Camry SE**  
 22K, \$17,900.  
**Pete's Auto**  
 402 S. Oak Street  
 Seneca • 864-882-1467



**16 Toyota Camry Special Edition**  
 White, 10k, \$18,500.  
**Pete's Auto**  
 402 Oak Street • Seneca  
 Call 882-1467



**12 Lexus ES350**  
 114K, \$11,900.  
**Pete's Auto**  
 402 S. Oak Street  
 Seneca • 864-882-1467



d. Update on Impact Fee Lawsuit  
 8. Adjourn

Greenleaf Self-Storage  
 600 & 605 Shiloh Rd.,  
 Seneca, SC 29678  
 Phone: 864-973-9099

Online auction for the following  
 storage units beginning on 2/6/20  
 and closing at 10:00am on 2/11/20  
 at www.storage-treasures.com:

R9 Rashad Tate  
 Unit contains: furniture,  
 household items

S10 Kara Myers  
 Unit contains: furniture

O5 Christopher Wright  
 Unit contains: furniture,  
 household items

A307 Kimberly Yates  
 Unit contains: tools,  
 household items, boxes,  
 furniture

A106 Sandra Amaker  
 Unit contains: boxes, tools,  
 appliances, furniture

Items to be sold in online auction  
 to the highest bidder unless  
 balance is paid prior to auction.  
 Credit/Debit card only.

**NOTICE OF PUBLIC HEARING**

There will be a public hearing at  
 6pm, Tuesday, February 18, 2020 in  
 Oconee County Council Chambers  
 located at 415 South Pine Street,  
 Walhalla, SC 29691 for the following  
 ordinance:

STATE OF SOUTH CAROLINA  
 OCONEE COUNTY  
 Ordinance 2020-06

AN ORDINANCE AUTHORIZING  
 THE EXECUTION AND DELIVERY  
 OF A FEE AGREEMENT BY AND  
 BETWEEN OCONEE COUNTY,  
 SOUTH CAROLINA AND PROJECT  
 AZTEC PROVIDING FOR A  
 PAYMENT OF A FEE IN LIEU OF  
 TAXES AND THE ISSUANCE OF  
 SPECIAL SOURCE REVENUE  
 CREDITS; AUTHORIZING THE  
 CONVEYANCE OF CERTAIN REAL  
 PROPERTY AND OTHER  
 MATTERS RELATED THERETO.

**NOTICE TO CREDITORS  
 OF ESTATES**

ALL PERSONS HAVING claims  
 against the following estates MUST  
 file their claims on FORM #371ES  
 with the Probate Court of OCONEE  
 County, the address of which is 415  
 SOUTH PINE STREET ROOM 202  
 WALHALLA, SC 29691, within eight  
 (8) months after the date of the first  
 publication of this Notice to Creditors  
 or within one (1) year from date of

**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**OCONEE COUNTY COUNCIL**

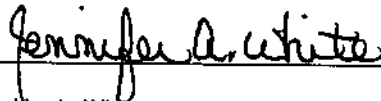
**IN RE: NOTICE OF PUBLIC HEARING/ORD 2020-06**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/29/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

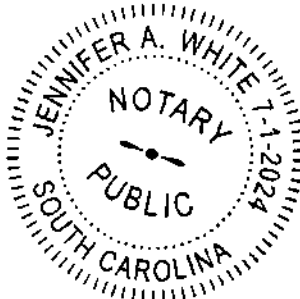


Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/29/2020



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024





**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

**February 18, 2020**

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

|    | <b>FULL NAME</b> | <b>PURPOSE OF COMMENT</b> |
|----|------------------|---------------------------|
| 1  | Sharon DeRidder  | County - for the Future   |
| 2  | BARNETT          |                           |
| 3  | Franklin Pearson |                           |
| 4  | Matthew Darham   |                           |
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| 25 |                  |                           |

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: February 18, 2020 6:00 p.m.**

**Ordinance 2020-04** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND JAMES KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**Everyone speaking before Council will be required to do so in a civil manner.**

**Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.**

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

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**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: February 18, 2020 6:00 p.m.**

**Ordinance 2020-06** "AN ORDINANCE AUTHORIZING: (1) THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT AZTEC, PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; (2) THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS; (3) THE ISSUANCE AND DELIVERY OF A MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH PICKENS COUNTY; (4) THE CONVEYANCE OF CERTAIN REAL PROPERTY; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**Everyone speaking before Council will be required to do so in a civil manner.**

**Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.**

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Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

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January 21, 2020

County Council meeting

- Chairman in 2019
- Worked on the comprehensive plan and really excited to give you this plan
- Everyone has worked very hard and has done exactly what we were asked to do at least from our standpoint
- Last month, you all received a copy of the comprehensive plan
- I would like to thank the Administration, the Planning Department, every department head in this building and out of this building, the Planning Commission, and Council for giving us the opportunity to do this plan
- Everyone worked hard and put in a good effort and the Planning Commission appreciates the County Council and all of us putting our money where our mouth is
- Did the job we were asked to do
- We had several meetings in which Council and Administration attended
- We feel the public had ample opportunity to get out and get to these meetings; we had these meetings all over the County
- We had a few extra ones to make sure we covered the entire County
- Planning Commissions that could attend
- Had the opportunity for the citizens to get involved
- This is the citizens plan; it is not the government's plan
- This book is a companion document to Council and our Administration and government to know what our people want in this County
- It's not something we have thrown together and not got anyone's opinion on
- Only County in South Carolina that chose to have an agricultural element in this plan
- We know that is important and have added to the comprehensive plan
- This is a plan that we can be proud of
- We spent a little money but I've always heard you've got to spend money in order to make money
- With this plan, if it is used properly, we'll know what the people that voiced their opinion will want in this County
- This is a living document; it can be changed at any given moment
- We can add pages and take pages away
- That is why the comprehensive plan is such a reliable source of information in our government in this County
- I would like to present this document to Council and to the people of this County
- Y'all are the ones that put this document together



# **General Fund Monthly Council Report**

## General Fund Monthly Council Report

| Budget Figures will show amended budgets due to transfers and Encumbrances | Original Budget      | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20               | Feb-20   | Mar-20   | Year To Date         | Encumbrance  | Remaining            | Remaining Percent (50%) | Notes  |
|--|----------------------|-----------------------------------|--------------------------------|------------------------------|----------------------|----------|----------|----------------------|--------------|----------------------|-------------------------|--|
| <b>General Fund Revenue</b>  |                      |                                   |                                |                              |                      |          |          |                      |              |                      |                         |  |
| 080 Encumbrance Roll from FY 2019  |                      |                                   |                                |                              |                      |          |          | (1,679,481.72)       |              |                      |                         |  |
| 080 Local Revenue  | 45,753,026.00        | 45,753,026.00                     | 2,696,306.32                   | 13,690,250.92                | 19,752,621.97        |          |          | 36,139,179.21        | -            | 9,613,846.79         | 21%                     | 80% of Tax Revenue will show up in December and January.   |
| 081 State Revenue  | 3,863,980.00         | 3,863,908.00                      | 3,777.74                       | 1,087,071.47                 | 783,934.32           |          |          | 1,874,783.53         | -            | 1,989,124.47         | 51%                     |  |
| 082 Federal Revenue  | 69,500.00            | 69,500.00                         | 594.00                         | 20,141.96                    | 494.00               |          |          | 21,229.96            | -            | 48,270.04            | 69%                     |  |
| 090 Other Financing Sources  | 303,043.00           | 303,043.00                        | 8,686.46                       | 38,319.51                    | 4,923.59             |          |          | 51,929.56            | -            | 251,113.44           | 83%                     |  |
| <b>Total General Fund Revenue</b>  | <b>49,989,549.00</b> | <b>49,989,477.00</b>              | <b>2,709,364.52</b>            | <b>14,835,783.86</b>         | <b>20,541,973.88</b> | <b>-</b> | <b>-</b> | <b>38,087,122.26</b> | <b>-</b>     | <b>11,902,354.74</b> |                         |  |
| <b>General Fund Expenditures</b>   |                      |                                   |                                |                              |                      |          |          |                      |              |                      |                         |  |
| 101 Sheriff  | 8,908,806.00         | 8,918,554.77                      | 2,250,922.13                   | 2,023,998.91                 | 1,014,606.70         |          |          | 5,289,527.74         | 19,722.11    | 3,609,304.92         | 40%                     |  |
| 103 Coroner  | 258,302.00           | 258,302.00                        | 59,014.72                      | 55,599.71                    | 23,512.80            |          |          | 138,127.23           | 548.73       | 119,626.04           | 46%                     |  |
| 104 Communications   | 1,581,694.00         | 1,581,694.00                      | 357,772.57                     | 368,337.81                   | 178,667.51           |          |          | 904,777.89           | 3,202.77     | 673,713.34           | 43%                     |  |
| 106 Law Enforcement Center   | 4,025,939.00         | 4,032,239.00                      | 1,047,284.03                   | 935,408.60                   | 456,617.61           |          |          | 2,439,310.24         | 208,385.66   | 1,384,543.10         | 34%                     | Large Encumbrance Food and Medical   |
| 107 Ems & Fire Services  | 4,441,956.00         | 5,615,373.40                      | 1,835,345.11                   | 580,123.20                   | 649,442.13           |          |          | 3,064,910.44         | 2,157,557.67 | 392,905.29           | 7%                      | Large Encumbrance for Fire Trucks  |
| 110 Animal Control   | 640,407.00           | 640,407.00                        | 153,329.45                     | 132,414.63                   | 69,193.08            |          |          | 354,937.16           | -            | 285,469.84           | 45%                     |  |
| 202 Parks, Recreation, & Tour  | 756,728.00           | 756,728.00                        | 189,098.09                     | 92,306.65                    | 52,139.95            |          |          | 333,544.69           | 627.14       | 422,556.17           | 56%                     |  |
| 203 High Falls Park  | 441,620.00           | 738,626.00                        | 119,818.55                     | 123,709.32                   | 40,450.56            |          |          | 283,978.43           | 281,928.17   | 172,719.40           | 23%                     | Large Encumbrance for Capital Build  |
| 204 South Cove Park  | 515,213.00           | 515,213.00                        | 118,637.20                     | 96,975.59                    | 47,668.10            |          |          | 263,280.89           | -            | 251,932.11           | 49%                     |  |
| 205 Chau Ram Park  | 360,875.00           | 360,875.00                        | 299,966.79                     | 75,744.37                    | 31,132.56            |          |          | 406,843.72           | -            | (45,968.72)          | -13%                    | Purchase of Land \$229,405 to be paid back from ATAX. Will reverse at year end to an accounts payable account. Not in budget amounts |
| 206 Library  | 1,426,820.00         | 1,426,820.00                      | 381,568.72                     | 283,636.14                   | 135,183.12           |          |          | 800,387.98           | 6,307.68     | 620,124.34           | 43%                     |  |
| 301 Assessor   | 1,040,306.00         | 1,085,306.00                      | 210,511.26                     | 282,656.90                   | 101,574.27           |          |          | 594,742.43           | 12,088.84    | 478,474.73           | 44%                     |  |
| 302 Auditor  | 554,485.00           | 554,485.00                        | 109,941.44                     | 124,674.95                   | 53,547.24            |          |          | 288,163.63           | 47,912.31    | 218,409.06           | 39%                     | Software Encumbrance for year  |
| 303 Brd Of Assessment Appeals  | 12,001.00            | 12,001.00                         | 507.60                         | 1,234.18                     | 186.12               |          |          | 1,927.90             | -            | 10,073.10            | 84%                     |  |
| 305 Tax Collector  | 445,660.00           | 445,660.00                        | 116,136.71                     | 90,177.76                    | 35,850.54            |          |          | 242,165.01           | 56,610.61    | 146,884.38           | 33%                     | Software Encumbrance for year  |
| 306 Treasurer  | 614,715.00           | 614,715.00                        | 147,871.36                     | 137,834.75                   | 57,657.09            |          |          | 343,363.20           | 33,175.00    | 238,176.80           | 39%                     | Software Encumbrance for year  |
| 402 Dept Of Social Services  | 21,200.00            | 21,200.00                         | 3,077.65                       | 3,233.53                     | 924.33               |          |          | 7,235.51             | -            | 13,964.49            | 66%                     |  |
| 403 Health Department  | 41,634.00            | 41,634.00                         | 3,943.54                       | 9,040.70                     | 1,345.73             |          |          | 14,329.97            | -            | 27,304.03            | 66%                     |  |
| 404 Veterans' Affairs  | 197,448.00           | 197,448.00                        | 44,004.41                      | 42,121.10                    | 21,090.62            |          |          | 107,216.13           | 1,901.80     | 88,330.07            | 45%                     |  |
| 501 Clerk Of Court   | 706,363.00           | 706,363.00                        | 187,927.44                     | 144,885.69                   | 63,966.17            |          |          | 396,779.30           | 9,829.43     | 299,754.27           | 42%                     |  |
| 502 Probate Court  | 357,171.00           | 357,171.00                        | 84,530.17                      | 77,659.15                    | 41,939.70            |          |          | 204,129.02           | 2,113.13     | 150,928.85           | 42%                     |  |
| 504 Solicitor  | 943,375.00           | 943,375.00                        | 166,610.70                     | 177,145.87                   | 102,586.22           |          |          | 446,342.79           | -            | 497,032.21           | 53%                     |  |
| 509 Magistrate   | 849,591.00           | 849,591.00                        | 214,500.88                     | 299,464.83                   | 91,628.64            |          |          | 605,594.35           | 23,300.36    | 220,696.29           | 26%                     | Capital Purchase of Land.  |
| 510 Public Defender  | 240,000.00           | 240,000.00                        | 120,000.00                     | -                            | 120,000.00           |          |          | 240,000.00           | -            | -                    | 0%                      |  |
| 601 Road Department  | 2,836,830.00         | 2,864,140.06                      | 597,338.32                     | 529,207.76                   | 247,521.97           |          |          | 1,374,068.05         | 13,429.49    | 1,476,642.52         | 52%                     |  |
| 702 Community Development  | 664,419.00           | 664,419.00                        | 148,543.85                     | 126,986.14                   | 60,022.61            |          |          | 335,552.60           | 3,206.76     | 325,659.64           | 49%                     |  |
| 704 County Council   | 308,055.00           | 315,348.86                        | 126,911.83                     | 91,791.41                    | 30,611.58            |          |          | 249,314.82           | 5,073.72     | 60,960.32            | 19%                     | Large Encumbrance  |
| 705 Direct Aid   | 762,900.00           | 762,900.00                        | 231,192.00                     | 125,242.00                   | 221,592.00           |          |          | 578,026.00           | 34,950.00    | 149,924.00           | 20%                     |  |
| 706 Delegation   | 93,885.00            | 93,885.00                         | 20,923.27                      | 20,105.67                    | 10,842.42            |          |          | 51,871.36            | 184.58       | 41,829.06            | 45%                     |  |
| 707 Economic Development   | 729,741.00           | 729,741.00                        | 154,213.67                     | 140,773.48                   | 79,636.39            |          |          | 374,623.54           | 3,238.31     | 351,879.15           | 48%                     |  |
| 708 Finance Department   | 670,929.00           | 619,547.00                        | 163,258.49                     | 118,942.31                   | 65,824.85            |          |          | 348,025.65           | 2,803.33     | 268,718.02           | 43%                     |  |
| 709 Non-Departmental   | 2,927,030.00         | 2,937,440.00                      | 123,397.90                     | 1,945,361.40                 | 65,811.35            |          |          | 2,134,570.65         | 2,703.24     | 800,166.11           | 27%                     | Lease Payment in Oct Paid  |
| 710 Human Resources  | 326,404.00           | 328,284.00                        | 71,483.25                      | 70,473.01                    | 30,053.04            |          |          | 172,009.30           | 2,223.35     | 154,051.35           | 47%                     |  |
| 711 Information Technology   | 895,927.00           | 927,232.00                        | 219,921.50                     | 168,152.73                   | 181,740.78           |          |          | 569,815.01           | 8,176.06     | 349,240.93           | 38%                     |  |
| 712 Planning Department  | 275,472.00           | 314,059.36                        | 65,220.08                      | 92,043.65                    | 29,948.28            |          |          | 187,212.01           | 1,102.20     | 125,745.15           | 40%                     |  |
| 713 Procurement  | 153,472.00           | 154,672.00                        | 32,755.69                      | 35,485.49                    | 15,816.55            |          |          | 84,057.73            | 923.05       | 69,691.22            | 45%                     |  |
| 714 Facilities Maintenance   | 1,460,576.00         | 1,467,519.00                      | 287,855.68                     | 272,448.13                   | 131,249.49           |          |          | 691,553.30           | 5,705.08     | 770,260.62           | 52%                     |  |
| 715 Registration & Elections   | 249,682.00           | 249,682.00                        | 46,452.40                      | 35,357.60                    | 25,565.60            |          |          | 107,375.60           | 896.49       | 141,409.91           | 57%                     |  |
| 716 Soil & Water Conservation  | 80,171.00            | 80,171.00                         | 11,979.92                      | 12,645.86                    | 7,693.78             |          |          | 32,319.56            | 5,408.00     | 42,443.44            | 53%                     |  |
| 717 Administrator's Office   | 705,051.00           | 706,311.14                        | 124,145.55                     | 80,058.86                    | 38,122.41            |          |          | 242,326.82           | 1,791.97     | 462,192.35           | 65%                     |  |
| 718 Solid Waste Department   | 4,177,264.00         | 4,250,466.13                      | 629,990.30                     | 1,247,322.38                 | 555,494.60           |          |          | 2,432,807.28         | 681,786.55   | 1,135,872.30         | 27%                     | Large Encumbrance for Tipping Fees   |
| 720 Airport  | 1,263,211.00         | 1,263,211.00                      | 318,498.40                     | 414,196.49                   | 50,327.16            |          |          | 783,022.05           | 269,862.76   | 210,326.19           | 17%                     | Large Encumbrance for Fuel   |
| 721 Vehicle Maintenance  | 924,797.00           | 924,797.00                        | 213,319.47                     | 205,659.38                   | 97,894.02            |          |          | 516,872.87           | 1,610.33     | 406,313.80           | 44%                     |  |
| 735 Register Of Deeds  | 317,069.00           | 317,069.00                        | 63,769.23                      | 77,644.23                    | 34,466.68            |          |          | 175,880.14           | 28,446.12    | 112,742.74           | 36%                     | Software Encumbrance for year  |

| <b>Budget Figures will show amended budgets due to transfers and Encumbrances</b> | <b>Original Budget</b> | <b>Budget (Amended as of 11/30/2019)</b> | <b>1st Quarter July 19 to Sept 19</b> | <b>2nd Quarter Oct 19 to Dec 19</b> | <b>Jan-20</b>       | <b>Feb-20</b> | <b>Mar-20</b> | <b>Year To Date</b>  | <b>Encumbrance</b>  | <b>Remaining</b>     | <b>Remaining Percent (50%)</b> | <b>Notes</b> |
|---|------------------------|--|---------------------------------------|-------------------------------------|---------------------|---------------|---------------|----------------------|---------------------|----------------------|--------------------------------|--------------|
| 741 County Attorney   | 369,283.00             | 379,283.00                               | 70,741.35                             | 68,936.53                           | 32,687.65           |               |               | 172,365.53           | -                   | 206,917.47           | 55%                            |              |
| 095 Other Financing Uses  | 415,000.00             | 415,000.00                               | -                                     | -                                   | -                   |               |               | -                    | -                   | 415,000.00           | 100%                           |              |
| Encumbrance Reserve add to Dept   | -                      | (1,679,481.72)                           | -                                     | -                                   | -                   |               |               | -                    | -                   | (1,679,481.72)       | 1                              |              |
| <b>Total General Fund Expenditures</b>  | <b>49,989,477.00</b>   | <b>49,999,477.00</b>                     | <b>11,944,232.67</b>                  | <b>12,037,218.85</b>                | <b>5,403,834.00</b> | <b>-</b>      | <b>-</b>      | <b>29,385,285.52</b> | <b>3,938,732.80</b> | <b>16,675,458.68</b> | <b>33%</b>                     |              |

### Rock Quarry Fund Monthly Council Report

| Budget Figures will show amended budgets due to transfers and Encumbrances | Original Budget     | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20            | Feb-20   | Mar-20 | Year To Date        | Encumbrance         | Remaining           | Remaining Percent (58%) | Notes                     |
|--|---------------------|-----------------------------------|--------------------------------|------------------------------|-------------------|----------|--------|---------------------|---------------------|---------------------|-------------------------|---------------------------|
| <b>Revenue</b>   |                     |                                   |                                |                              |                   |          |        |                     |                     |                     |                         |                           |
| 080 Encumbrance Roll from FY 2019  |                     |                                   |                                |                              |                   |          |        | (5,233,092.90)      |                     |                     |                         |                           |
| 080 Local Revenue  | 6,690,575.00        | 6,690,575.00                      | 1,394,755.35                   | 1,503,978.78                 | 625,636.30        | -        |        | 3,524,370.43        | -                   | 3,166,204.57        | 47%                     |                           |
| <b>Total Revenue</b>   | <b>6,690,575.00</b> | <b>6,690,575.00</b>               | <b>1,394,755.35</b>            | <b>1,503,978.78</b>          | <b>625,636.30</b> | <b>-</b> |        | <b>3,524,370.43</b> | <b>-</b>            | <b>3,166,204.57</b> |                         |                           |
| <b>Expenditure</b>   |                     |                                   |                                |                              |                   |          |        |                     |                     |                     |                         |                           |
| 719 Rock Quarry  | 5,110,621.00        | 10,343,713.90                     | 771,409.31                     | 6,182,716.10                 | 234,524.39        | -        |        | 7,188,649.80        | 1,101,537.05        | 2,053,527.05        | 20%                     | New Equipment Encumbrance |
| Lease Payment  | 702,452.00          | 702,452.00                        | -                              | -                            | -                 | -        |        | -                   | -                   | 702,452.00          |                         |                           |
| 095 Other Financing Uses   | 750,000.00          | 750,000.00                        | -                              | -                            | -                 | -        |        | -                   | -                   | 750,000.00          |                         |                           |
| Change in Net Asset  | 127,502.00          | 127,502.00                        | -                              | -                            | -                 | -        |        | -                   | -                   | 127,502.00          |                         |                           |
| Encumbrance Roll Over  |                     | (5,233,092.90)                    | -                              | -                            | -                 | -        |        | -                   | -                   | (5,233,092.90)      |                         |                           |
| <b>Total Expenditure</b>   | <b>6,690,575.00</b> | <b>6,690,575.00</b>               | <b>771,409.31</b>              | <b>6,182,716.10</b>          | <b>234,524.39</b> | <b>-</b> |        | <b>7,188,649.80</b> | <b>1,101,537.05</b> |                     |                         |                           |

### Emergency Services Special Revenue Fund

| Budget Figures will show amended budgets due to transfers and Encumbrances | Original Budget     | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20            | Feb-20   | Mar-20 | Year To Date        | Encumbrance      | Remaining         | Remaining Percent (58%) | Notes |
|--|---------------------|-----------------------------------|--------------------------------|------------------------------|-------------------|----------|--------|---------------------|------------------|-------------------|-------------------------|-------|
| <b>Revenues</b>  |                     |                                   |                                |                              |                   |          |        |                     |                  |                   |                         |       |
| 080 Encumbrance Roll from FY 2019  |                     |                                   |                                |                              |                   |          |        | (99,241.19)         |                  |                   |                         |       |
| 080 Local Revenue  | 1,500,000.00        | 1,500,000.00                      | 32,399.28                      | 610,510.74                   | 797,761.73        | -        |        | 1,440,671.75        | -                | 59,328.25         | 4%                      |       |
| <b>Total Revenue</b>   | <b>1,500,000.00</b> | <b>1,500,000.00</b>               | <b>32,399.28</b>               | <b>610,510.74</b>            | <b>797,761.73</b> | <b>-</b> |        | <b>1,440,671.75</b> | <b>-</b>         | <b>59,328.25</b>  |                         |       |
| <b>Expenditure</b>   |                     |                                   |                                |                              |                   |          |        |                     |                  |                   |                         |       |
| 020 Emergency Services Fund  | 1,500,000.00        | 1,599,241.19                      | 11,236.33                      | 472,124.22                   | 329,708.37        | -        | -      | 813,068.92          | 10,875.00        | 775,297.27        | 48%                     |       |
|  |                     | (99,241.19)                       |                                |                              |                   |          |        |                     |                  |                   |                         |       |
| <b>Total Expenditures</b>  | <b>1,500,000.00</b> | <b>1,500,000.00</b>               | <b>11,236.33</b>               | <b>472,124.22</b>            | <b>329,708.37</b> | <b>-</b> |        | <b>813,068.92</b>   | <b>10,875.00</b> | <b>775,297.27</b> |                         |       |

### Sheriff Victims' Services Special Revenue Fund

|                               | Original Budget   | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20           | Feb-20   | Mar-20 | Year To Date     | Encumbrance | Remaining         | Remaining Percent (58%) | Notes |
|-------------------------------|-------------------|-----------------------------------|--------------------------------|------------------------------|------------------|----------|--------|------------------|-------------|-------------------|-------------------------|-------|
| <b>Revenues</b>               |                   |                                   |                                |                              |                  |          |        |                  |             |                   |                         |       |
| Assessments/Surcharges        | 57,000.00         | 57,000.00                         | 13,114.79                      | 13,270.78                    | -                | -        |        | 26,385.57        | -           | 30,614.43         | 54%                     |       |
| General Fund Transfer         | 85,000.00         | 85,000.00                         | -                              | -                            | -                | -        |        | -                | -           | 85,000.00         |                         |       |
| Current Available PY Balance  | 10,541.00         | 10,541.00                         | -                              | -                            | -                | -        |        | -                | -           | 10,541.00         |                         |       |
| <b>Total Revenue</b>          | <b>152,541.00</b> | <b>152,541.00</b>                 | <b>13,114.79</b>               | <b>13,270.78</b>             | <b>-</b>         | <b>-</b> |        | <b>26,385.57</b> | <b>-</b>    | <b>126,155.43</b> |                         |       |
| <b>Expenditure</b>            |                   |                                   |                                |                              |                  |          |        |                  |             |                   |                         |       |
| Victims Services Salaries (2) | 152,541.00        | 152,541.00                        | 29,971.75                      | 28,971.32                    | 13,830.24        | -        |        | 72,773.31        | -           | 79,767.69         | 52%                     |       |
| <b>Total Expenditures</b>     | <b>152,541.00</b> | <b>152,541.00</b>                 | <b>29,971.75</b>               | <b>28,971.32</b>             | <b>13,830.24</b> | <b>-</b> |        | <b>72,773.31</b> | <b>-</b>    | <b>79,767.69</b>  |                         |       |

### Solicitor Victims' Services Special Revenue Fund

|   | Original Budget  | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20          | Feb-20   | Mar-20 | Year To Date     | Encumbrance | Remaining        | Remaining Percent (58%) | Notes                                    |
|---|------------------|-----------------------------------|--------------------------------|------------------------------|-----------------|----------|--------|------------------|-------------|------------------|-------------------------|--|
| <b>Revenues</b>                           |                  |                                   |                                |                              |                 |          |        |                  |             |                  |                         |  |
| Assessments/Surcharges                    | 23,000.00        | 23,000.00                         | 3,729.96                       | 3,226.89                     | -               | -        |        | 6,956.85         | -           | 16,043.15        | 70%                     | Sept Revenue will post on the 15 October |
| General Fund Transfer                     | 55,000.00        | 55,000.00                         | -                              | -                            | -               | -        |        | -                | -           | 55,000.00        |                         |  |
| <b>Total Revenue</b>                      | <b>78,000.00</b> | <b>78,000.00</b>                  | <b>3,729.96</b>                | <b>3,226.89</b>              | <b>-</b>        | <b>-</b> |        | <b>6,956.85</b>  | <b>-</b>    | <b>71,043.15</b> |                         |  |
| <b>Expenditure</b>                        |                  |                                   |                                |                              |                 |          |        |                  |             |                  |                         |  |
| Victims Services Salary (1)               | 70,698.00        | 70,698.00                         | 16,713.22                      | 15,984.66                    | 7,987.89        | -        | -      | 40,685.77        | -           | 30,012.23        | 42%                     |  |
| Change in Fund Balance increase(decrease) | 7,302.00         | 7,302.00                          | -                              | -                            | -               | -        |        | -                | -           | 7,302.00         |                         |  |
| <b>Total Expenditures</b>                 | <b>78,000.00</b> | <b>78,000.00</b>                  | <b>16,713.22</b>               | <b>15,984.66</b>             | <b>7,987.89</b> | <b>-</b> |        | <b>40,685.77</b> | <b>-</b>    | <b>37,314.23</b> |                         |  |

**911 Communications Special Revenue Fund**

| <b>Budget Figures will show amended budgets due to transfers and Encumbrances</b> | <b>Original Budget</b> | <b>Budget (Amended as of 11/30/2019)</b> | <b>1st Quarter July 19 to Sept 19</b> | <b>2nd Quarter Oct 19 to Dec 19</b> | <b>Jan-20</b>     | <b>Feb-20</b> | <b>Mar-20</b> | <b>Year To Date</b> | <b>Encumbrance</b> | <b>Remaining</b>  | <b>Remaining Percent (58%)</b> | <b>Notes</b> |
|---|------------------------|--|---------------------------------------|-------------------------------------|-------------------|---------------|---------------|---------------------|--------------------|-------------------|--------------------------------|--------------|
| <b>Revenues</b>   |                        |  |                                       |                                     |                   |               |               |                     |                    |                   |                                |              |
| <b>Encumbrance Reserve</b>  |                        |  |                                       |                                     |                   |               |               | <b>(369,836.14)</b> |                    |                   |                                |              |
| AT&T Surcharge  | 160,000.00             | 160,000.00                               | 21,206.90                             | 20,310.84                           | 10,032.84         | -             | -             | 51,550.58           | -                  | 108,449.42        | 68%                            |              |
| Competitive Local Exchange Carrier  | 60,000.00              | 60,000.00                                | 7,016.92                              | 7,855.42                            | 3,831.46          | -             | -             | 18,703.80           | -                  | 41,296.20         |                                |              |
| State Wireless  | 70,000.00              | 70,000.00                                | -                                     | 32,896.09                           | -                 | -             | -             | 32,896.09           | -                  | 37,103.91         |                                |              |
| Budget and Control Board  | 200,000.00             | 200,000.00                               | -                                     | 261,487.80                          | 336,867.20        | -             | -             | 598,355.00          | -                  | (398,355.00)      |                                |              |
| Use of Fund Balance   | 513,000.00             | 513,000.00                               | -                                     | -                                   | -                 | -             | -             | -                   | -                  | 513,000.00        |                                |              |
| <b>Total Revenue</b>  | <b>1,003,000.00</b>    | <b>1,003,000.00</b>                      | <b>28,223.82</b>                      | <b>322,650.15</b>                   | <b>350,731.50</b> | <b>-</b>      | <b>-</b>      | <b>701,505.47</b>   | <b>-</b>           | <b>301,494.53</b> |                                |              |
| <b>Expenditure</b>  |                        |  |                                       |                                     |                   |               |               |                     |                    |                   |                                |              |
| 225 Communications 911 Funds  | 1,003,000.00           | 1,372,836.14                             | 631,477.61                            | 108,333.10                          | 90,989.49         | -             | -             | 830,800.20          | 229,998.12         | 312,037.82        | 23%                            |              |
| Encumbrance Reserve   |                        | (369,836.14)                             |                                       |                                     |                   |               |               |                     |                    |                   |                                |              |
| <b>Total Expenditures</b>   | <b>1,003,000.00</b>    | <b>1,003,000.00</b>                      | <b>631,477.61</b>                     | <b>108,333.10</b>                   |                   |               |               | <b>830,800.20</b>   | <b>229,998.12</b>  | <b>312,037.82</b> |                                |              |

**Tri-County Technical College Special Revenue Fund**

| <b>Budget Figures will show amended budgets due to transfers and Encumbrances</b> | <b>Original Budget</b> | <b>Budget (Amended as of 11/30/2019)</b> | <b>1st Quarter July 19 to Sept 19</b> | <b>2nd Quarter Oct 19 to Dec 19</b> | <b>Jan-20</b>     | <b>Feb-20</b> | <b>Mar-20</b> | <b>Year To Date</b> | <b>Encumbrance</b> | <b>Remaining</b>  | <b>Remaining Percent (58%)</b> | <b>Notes</b> |
|---|------------------------|--|---------------------------------------|-------------------------------------|-------------------|---------------|---------------|---------------------|--------------------|-------------------|--------------------------------|--------------|
| <b>Revenues</b>   |                        |  |                                       |                                     |                   |               |               |                     |                    |                   |                                |              |
| Tax Collections   | 1,670,000.00           | 1,670,000.00                             | 39,308.31                             | 367,600.65                          | 896,548.92        | -             | -             | 1,303,457.88        | -                  | 366,542.12        | 22%                            |              |
| <b>Total Revenue</b>  | <b>1,670,000.00</b>    | <b>1,670,000.00</b>                      | <b>39,308.31</b>                      | <b>367,600.65</b>                   | <b>896,548.92</b> | <b>-</b>      | <b>-</b>      | <b>1,303,457.88</b> | <b>-</b>           | <b>366,542.12</b> |                                |              |
| <b>Expenditure</b>  |                        |  |                                       |                                     |                   |               |               |                     |                    |                   |                                |              |
| TCTC Payments   | 1,585,200.00           | 1,585,200.00                             | 27,566.65                             | 151,650.36                          | 546,808.49        | -             | -             | 726,025.50          | -                  | 859,174.50        | 54%                            |              |
| <b>Total Expenditures</b>   | <b>1,585,200.00</b>    | <b>1,585,200.00</b>                      | <b>27,566.65</b>                      | <b>151,650.36</b>                   | <b>546,808.49</b> | <b>-</b>      | <b>-</b>      | <b>726,025.50</b>   | <b>-</b>           | <b>859,174.50</b> |                                |              |

**Road Maintenance Tax Special Revenue Fund**

| <b>Budget Figures will show amended budgets due to transfers and Encumbrances</b> | <b>Original Budget</b> | <b>Budget (Amended as of 11/30/2019)</b> | <b>1st Quarter July 19 to Sept 19</b> | <b>2nd Quarter Oct 19 to Dec 19</b> | <b>Jan-20</b>     | <b>Feb-20</b> | <b>Mar-20</b> | <b>Year To Date</b>   | <b>Encumbrance</b>  | <b>Remaining</b>    | <b>Remaining Percent (58%)</b> | <b>Notes</b>            |
|---|------------------------|--|---------------------------------------|-------------------------------------|-------------------|---------------|---------------|-----------------------|---------------------|---------------------|--------------------------------|-------------------------|
| <b>Revenues</b>   |                        |  |                                       |                                     |                   |               |               |                       |                     |                     |                                |                         |
| <b>Encumbrance Reserve</b>  |                        |  |                                       |                                     |                   |               |               | <b>(1,282,569.13)</b> |                     |                     |                                |                         |
| Tax Collections   | 1,171,920.00           | 1,171,920.00                             | 26,997.36                             | 333,191.57                          | 627,637.01        | -             | -             | 987,825.94            | -                   | 184,094.06          | 16%                            |                         |
| National Forestry Title I   | 220,000.00             | 220,000.00                               | -                                     | -                                   | -                 | -             | -             | -                     | -                   | 220,000.00          |                                |                         |
| Other Finance Source  | -                      | -  | 105,089.18                            | -                                   | -                 | -             | -             | 105,089.18            | -                   | (105,089.18)        |                                |                         |
| Change in Fund Balance Increase/(Decrease)  | 78,080.00              | 78,080.00                                | -                                     | -                                   | -                 | -             | -             | -                     | -                   | 78,080.00           |                                |                         |
| <b>Total Revenue</b>  | <b>1,470,000.00</b>    | <b>1,470,000.00</b>                      | <b>132,086.54</b>                     | <b>333,191.57</b>                   | <b>627,637.01</b> | <b>-</b>      | <b>-</b>      | <b>1,092,915.12</b>   | <b>-</b>            | <b>299,004.88</b>   |                                |                         |
| <b>Expenditures</b>   |                        |  |                                       |                                     |                   |               |               |                       |                     |                     |                                |                         |
| Expenditures  | 1,470,000.00           | 2,752,569.13                             | 216,473.62                            | 106,282.96                          | 46,335.15         | -             | -             | 369,091.73            | 1,282,120.60        | 1,101,356.80        | 40%                            | Road Paving Encumbrance |
| Encumbrance Reserve   |                        | (1,282,569.13)                           |                                       |                                     |                   |               |               |                       |                     |                     |                                |                         |
| <b>Total Expenditures</b>   | <b>1,470,000.00</b>    | <b>1,470,000.00</b>                      | <b>216,473.62</b>                     | <b>106,282.96</b>                   | <b>46,335.15</b>  | <b>-</b>      | <b>-</b>      | <b>369,091.73</b>     | <b>1,282,120.60</b> | <b>1,101,356.80</b> | <b>75%</b>                     |                         |



### Economic Development Capital Projects Fund

| Budget Figures will show amended budgets due to transfers and Encumbrances | Original Budget     | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20              | Feb-20   | Mar-20   | Year To Date        | Encumbrance       | Remaining           | Remaining Percent (58%) | Notes                            |
|--|---------------------|-----------------------------------|--------------------------------|------------------------------|---------------------|----------|----------|---------------------|-------------------|---------------------|-------------------------|----------------------------------|
| <b>Revenues</b>  |                     |                                   |                                |                              |                     |          |          |                     |                   |                     |                         |                                  |
| Encumbrance Reserve  |                     |                                   |                                |                              |                     |          |          | 968,750.70          |                   |                     |                         |                                  |
| Tax Collections  | 1,327,873.00        | 1,327,873.00                      | 16,685.09                      | 434,822.77                   | 1,030,692.98        | -        |          | 1,482,200.84        | -                 | (154,327.84)        | -12%                    | Main Collection Months Nov - Feb |
| FILOT  | 500,000.00          | 500,000.00                        | -                              | -                            | 523,546.79          |          |          | 523,546.79          |                   | (23,546.79)         | -5%                     | Usually Dec - Feb Payments       |
| <b>Total Revenue</b>   | <b>1,827,873.00</b> | <b>1,827,873.00</b>               | <b>16,685.09</b>               | <b>434,822.77</b>            | <b>1,554,239.77</b> | <b>-</b> | <b>-</b> | <b>2,005,747.63</b> | <b>-</b>          | <b>(177,874.63)</b> |                         |                                  |
| <b>Expenditures</b>  |                     |                                   |                                |                              |                     |          |          |                     |                   |                     |                         |                                  |
| Encumbrance Reserve  |                     | (968,750.70)                      |                                |                              |                     |          |          |                     |                   |                     | 3%                      |                                  |
| <b>Total Expenditures</b>  | <b>1,827,873.00</b> | <b>1,827,873.00</b>               | <b>23,119.29</b>               | <b>594,124.69</b>            | <b>334,534.46</b>   | <b>-</b> | <b>-</b> | <b>951,778.44</b>   | <b>822,557.34</b> | <b>53,537.22</b>    |                         |                                  |

### Bridge and Culvert Capital Projects Fund

| Budget Figures will show amended budgets due to transfers and Encumbrances | Original Budget   | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20            | Feb-20   | Mar-20   | Year To Date      | Encumbrance      | Remaining         | Remaining Percent (58%) | Notes                            |
|--|-------------------|-----------------------------------|--------------------------------|------------------------------|-------------------|----------|----------|-------------------|------------------|-------------------|-------------------------|----------------------------------|
| <b>Revenues</b>  |                   |                                   |                                |                              |                   |          |          |                   |                  |                   |                         |                                  |
| Encumbrance Reserve  |                   |                                   |                                |                              |                   |          |          | (26,147.94)       |                  |                   |                         |                                  |
| Tax Collections  | 550,000.00        | 550,000.00                        | 12,842.69                      | 158,657.16                   | 298,868.42        | -        |          | 470,368.27        | -                | 79,631.73         | 14%                     | Main Collection Months Nov - Feb |
| <b>Total Revenue</b>   | <b>550,000.00</b> | <b>550,000.00</b>                 | <b>12,842.69</b>               | <b>158,657.16</b>            | <b>298,868.42</b> | <b>-</b> | <b>-</b> | <b>470,368.27</b> | <b>-</b>         | <b>79,631.73</b>  |                         |                                  |
| <b>Expenditures</b>  |                   |                                   |                                |                              |                   |          |          |                   |                  |                   |                         |                                  |
| Encumbrance Reserve  |                   | (26,147.94)                       |                                |                              |                   |          |          |                   |                  |                   |                         |                                  |
| <b>Total Expenditures</b>  | <b>550,000.00</b> | <b>550,000.00</b>                 | <b>33,776.90</b>               | <b>76,762.24</b>             | <b>3,663.28</b>   | <b>-</b> | <b>-</b> | <b>114,202.42</b> | <b>80,990.53</b> | <b>380,954.99</b> | <b>66%</b>              |                                  |

### Capital Equipment & Vehicle Capital Projects Fund

| Budget Figures will show amended budgets due to transfers and Encumbrances | Original Budget     | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20            | Feb-20   | Mar-20   | Year To Date      | Encumbrance       | Remaining         | Remaining Percent (58%) | Notes                            |
|--|---------------------|-----------------------------------|--------------------------------|------------------------------|-------------------|----------|----------|-------------------|-------------------|-------------------|-------------------------|----------------------------------|
| <b>Revenues</b>  |                     |                                   |                                |                              |                   |          |          |                   |                   |                   |                         |                                  |
| Tax Collections  | 1,096,728.00        | 1,096,728.00                      | -                              | 332,198.07                   | 593,407.60        | -        |          | 925,605.67        | -                 | 171,122.33        | 16%                     | Main Collection Months Nov - Feb |
| Insurance Proceeds   | 50,000.00           | 50,000.00                         | -                              | 35,118.06                    | -                 | -        |          | 35,118.06         | -                 | 14,881.94         | 30%                     |                                  |
| Sale of Capital Assets   | 50,000.00           | 50,000.00                         | -                              | -                            | -                 | -        |          | -                 | -                 | 50,000.00         | 100%                    |                                  |
| Transfer from General Capital  | 129,223.00          | 129,223.00                        | -                              | -                            | -                 | -        |          | -                 | -                 | 129,223.00        | 100%                    |                                  |
| Transfer from General Fund   | 275,000.00          | 275,000.00                        | -                              | -                            | -                 | -        |          | -                 | -                 | 275,000.00        | 100%                    |                                  |
| <b>Total Revenue</b>   | <b>1,600,951.00</b> | <b>1,600,951.00</b>               | <b>-</b>                       | <b>367,316.13</b>            | <b>593,407.60</b> | <b>-</b> | <b>-</b> | <b>960,723.73</b> | <b>-</b>          | <b>640,227.27</b> |                         |                                  |
| <b>Expenditures</b>  |                     |                                   |                                |                              |                   |          |          |                   |                   |                   |                         |                                  |
| Sheriff  |                     |                                   |                                |                              | 94,505.93         | -        |          | 94,505.93         | 6,437.96          | (100,943.89)      |                         |                                  |
| Law Enforcement Center   |                     |                                   | 33,350.40                      | -                            | 4,275.14          | -        |          | 37,625.54         | 33,000.00         | (70,625.54)       |                         |                                  |
| Road Dept  |                     |                                   | -                              | -                            | -                 | -        |          | -                 | 397,618.62        | (397,618.62)      |                         |                                  |
| Airport  |                     |                                   | 24,963.00                      | -                            | -                 | -        |          | 24,963.00         | -                 | (24,963.00)       |                         |                                  |
| Vehicle Maint  |                     |                                   | -                              | -                            | -                 | -        |          | -                 | 37,443.00         | (37,443.00)       |                         |                                  |
| Solid Waste  |                     |                                   | -                              | 216,567.00                   | -                 | -        |          | 216,567.00        | 159,732.24        | (376,299.24)      |                         |                                  |
| <b>Total Expenditures</b>  | <b>1,600,951.00</b> | <b>1,600,951.00</b>               | <b>58,313.40</b>               | <b>216,567.00</b>            | <b>98,781.07</b>  | <b>-</b> | <b>-</b> | <b>373,661.47</b> | <b>634,231.82</b> | <b>593,057.71</b> | <b>37%</b>              |                                  |

### Debt Service Fund

|                             | Original Budget     | Budget (Amended as of 11/30/2019) | 1st Quarter July 19 to Sept 19 | 2nd Quarter Oct 19 to Dec 19 | Jan-20            | Feb-20   | Mar-20   | Year To Date        | Encumbrance | Remaining           | Remaining Percent (58%) | Notes                            |
|-----------------------------|---------------------|-----------------------------------|--------------------------------|------------------------------|-------------------|----------|----------|---------------------|-------------|---------------------|-------------------------|----------------------------------|
| <b>Revenues</b>             |                     |                                   |                                |                              |                   |          |          |                     |             |                     |                         |                                  |
| Tax Collections             | 1,966,700.00        | 1,966,700.00                      | 240,816.54                     | 711,683.86                   | 672,120.54        | -        | -        | 1,624,620.94        | -           | 342,079.06          | 17%                     | Main Collection Months Nov - Feb |
| <b>Total Revenue</b>        | <b>1,966,700.00</b> | <b>1,966,700.00</b>               | <b>240,816.54</b>              | <b>711,683.86</b>            | <b>672,120.54</b> | <b>-</b> | <b>-</b> | <b>1,624,620.94</b> | <b>-</b>    | <b>342,079.06</b>   |                         |                                  |
| <b>Expenditures</b>         |                     |                                   |                                |                              |                   |          |          |                     |             |                     |                         |                                  |
| 2016B County GO Bond        | 398,370.00          | 398,370.00                        | 22,185.00                      | -                            | -                 | -        | -        | 22,185.00           | -           | 376,185.00          | 94%                     | Oct 19 and April 20 Payments     |
| 2014 SSRB Refunding Bond    | 324,696.00          | 324,696.00                        | -                              | -                            | -                 | -        | -        | -                   | -           | 324,696.00          | 100%                    | Oct 19 and April 20 Payments     |
| 2017 GO Ref Bond Keowee Key | 107,254.00          | 107,254.00                        | -                              | -                            | -                 | -        | -        | -                   | -           | 107,254.00          |                         |                                  |
| 2019 GO Bond Kewee Key Fire | 62,200.00           | 62,200.00                         | -                              | -                            | -                 | -        | -        | -                   | -           | 62,200.00           |                         |                                  |
| 2013 GO Bond Echo Hills     | 221,430.00          | 221,430.00                        | 27,940.00                      | -                            | -                 | -        | -        | 27,940.00           | -           | 193,490.00          |                         |                                  |
| 2011 GO Bond Det Center     | 852,750.00          | 852,750.00                        | 161,075.00                     | -                            | -                 | -        | -        | 161,075.00          | -           | 691,675.00          |                         |                                  |
| <b>Total Expenditures</b>   | <b>1,966,700.00</b> | <b>1,966,700.00</b>               | <b>211,200.00</b>              | <b>-</b>                     | <b>-</b>          | <b>-</b> | <b>-</b> | <b>211,200.00</b>   | <b>-</b>    | <b>1,755,500.00</b> |                         |                                  |